



LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
FINANCE COMMITTEE MEETING AGENDA
THURSDAY, APRIL 20, 2023 AT **6:30 PM**

BOARD OF EDUCATION
Kevin Daly, *President*
Rupal Shah Mandal, *Vice President*
John P. Vranas, *Secretary*
Myra A. Foutris
Elaina Geraghty
Jay Oleniczak
Peter D. Theodore

ADMINISTRATION
Dr. David L. Russo, *Superintendent of Schools*
Dr. Dominick M. Lupo, *Assistant Superintendent for Curriculum and Instruction*
Courtney Whited, *Business Manager/CSBO*

*Agenda of the Finance Committee Meeting of the Board of Education of Lincolnwood School District 74,
Cook County, Illinois, to be held in the Marvin Garlich Administration Building
6950 N. East Prairie Road
Lincolnwood, Illinois 60712,
on Thursday, April 20, 2023.*

IN-PERSON PARTICIPATION: It is expected that all members of the Finance Committee, plus several administrators, will be physically present at the Marvin Garlich Administration Building located at 6950 N. East Prairie Road, Lincolnwood, IL. The public is welcome.

1. CALL TO ORDER/ROLL CALL

FINANCE COMMITTEE MEMBERS

Peter D. Theodore (BOE), Chair
Jay Oleniczak (BOE), Co-Chair
John P. Vranas (BOE)
Michael Bartholomew, Community Member
Maja Kenjar, Community Member
Steven Pawlow, Community Member

ADMINISTRATORS/STAFF

Dr. David L. Russo, Superintendent of Schools
Dr. Dominick M. Lupo, Assistant Superintendent for Curriculum and Instruction
Courtney Whited, Business Manager/CSBO

2. AUDIENCE TO VISITORS

3. APPROVAL OF MINUTES

- a. Finance Committee Meeting Minutes - **MARCH 23, 2023**

3

Motion by member: _____ Seconded by: _____

4. INFORMATION/DISCUSSION: FUND BALANCE REPORT

- a. Fund Balance Report - **FEBRUARY 2023**

6

5. OLD BUSINESS

6. NEW BUSINESS

a. Resolution Ratifying Changes to Niles Township District for Special Education (NTDSE) Articles of Agreement	29
b. E-Rate Category I – AT&T Business Class Internet Access	47
c. FirstNet Product Information	65
d. Renewal of Gaggle.Net, Inc. Contract for the 2023-24 School Year	67
e. 1:1 iPad Update	71
f. Purchase of Brightly Maintenance Software for the 2023-24 School Year	76
g. Renewal of Jamf Contract for the 2023-24 School Year	104
h. 7th Grade STEM Lab Refresh For 2023-2024 School Year	145

7. ADJOURNMENT

Motion by member: _____ Seconded by: _____

Dr. David L. Russo, Superintendent of Schools

Lincolnwood School District 74 is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or facility, are requested to contact the District Office at 847-675-8234 promptly to allow Lincolnwood School District 74 to make reasonable accommodations for those persons.



LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
Finance Committee Meeting Minutes
Thursday, March 23, 2023 at **6:30 PM**

BOARD OF EDUCATION
Kevin Daly, *President*
Rupal Shah Mandal, *Vice President*
John P. Vranas, *Secretary*
Myra A. Foutris
Elaina Geraghty
Jay Oleniczak
Peter D. Theodore

ADMINISTRATION
Dr. David L. Russo, *Superintendent of Schools*
Dr. Dominick M. Lupo, *Assistant Superintendent for Curriculum and Instruction*
Courtney Whited, *Business Manager/CSBO*

Minutes of the Finance Committee Meeting of the Board of Education of Lincolnwood School District 74, Cook County, Illinois, was held in the Marvin Garlich Administration Building 6950 N. East Prairie Road, Lincolnwood, Illinois 60712, on Thursday, March 23, 2023.

1. CALL TO ORDER/ROLL CALL.

Co-Chair Oleniczak called the Finance Committee meeting to order at 6:32 p.m. Roll call was taken and a quorum was not present. No formal recommendations were taken, but members continued with their discussion.

FINANCE COMMITTEE MEMBERS

Jay Oleniczak (BOE), Co-chair

John P. Vranas (BOE)

Michael Bartholomew, Community Member

FINANCE COMMITTEE MEMBERS NOT PRESENT

Peter D. Theodore (BOE), Chair

Maja Kenjar, Community Member

Steven Pawlow, Community Member

ADMINISTRATORS/STAFF

Dr. David L. Russo, Superintendent of Schools

Dr. Dominick M. Lupo, Assistant Superintendent of Curriculum and Instruction

Courtney Whited, Business Manager/CSBO

Jordan Stephen, Director of Technology

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

a. Finance Committee Meeting Minutes - **FEBRUARY 16, 2023**

The Finance Committee did not take any action relative to the minutes due to the lack of a quorum.

b. Finance Committee Meeting Minutes - **DECEMBER 15, 2022**

The Finance Committee did not take any action relative to the minutes due to the lack of a quorum.

4. FUND BALANCE REPORT

a. Fund Balance Report - **JANUARY 2023**

Courtney Whited, Business Manager/CSBO, presented the Fund Balance Report for January 2023.

5. OLD BUSINESS

a. Final Fiscal Year 2022 Single Audit by Lauterbach & Amen, LLP

Courtney Whited, Business Manager/CSBO, presented the Final Fiscal Year 2022 Single Audit by Lauterbach & Amen, LLP.

6. NEW BUSINESS

a. 6-year | Middle School Math Program Adoption | Carnegie Learning, Inc. © 2014-2023

The Finance Committee members in attendance stated their support of the Administrative recommendation to recommend to the Board of Education to approve the Contract for the middle school math program from *Carnegie Learning, Inc. © 2014-2023* for six years (from the 2023-2024 school year to the 2028-2029 school year) in the amount of \$106,286.11.

b. PK-5 Science Curricular Renewal – Mystery Science ©2023

The Finance Committee members in attendance stated their support of the Administrative recommendation to recommend to the Board of Education to approve renewal of the Mystery Science ©2023 program through the 2028-2029 school year for Grades PK-5 and supply kits for Grades 3-5 in the 2023-2024 school year for a total cost of \$24,073.35.

c. 3-Year Northwest Evaluation Association (NWEA) Renewal

The Finance Committee members in attendance stated their support of the Administrative recommendation to recommend to the Board of Education to renew the Contract with NWEA for MAP testing services for three years in the amount of \$45,492.30 for the 2023-24, 2024-25, and 2025-26 school years.

d. GSF USA, Inc. Custodial Services

The Finance Committee members in attendance stated their support of the Administrative recommendation to recommend to the Board of Education to approve this Amendment #3 to Agreement from GSF USA, Inc. in the amount of \$472,288.65 for custodial services from August 1, 2023 through July 31, 2024.

e. Beyond Green Partners Contract for Food Service Assessment Proposal

The Finance Committee members in attendance stated their support of the Administrative recommendation to recommend to the Board of Education to approve this proposal in the amount of \$7,000 from Beyond Green Partners for food service consultation including assessments and a strategy plan to be delivered on or before December 31, 2023.

f. District 6th Grade Lab STEM Proposal

The Finance Committee members in attendance stated their support of the Administrative recommendation to recommend to the Board of Education to continue with the replacement of the 6th grade STEM lab computers in an amount not to exceed \$22,000.

g. E Rate Category II – SHI Wireless Access Points

The Finance Committee members in attendance stated their support of the Administrative recommendation to recommend to the Board of Education to accept this Contract from SHI for wireless access points, network switching equipment, licensing and support in the amount of \$64,670.

7. District Finance Update

a. Illinois Public Risk Fund - Workers' Compensation

Courtney Whited, Business Manager/CSBO informed the committee that the due date is March 31st if Lincolnwood SD74 is interested in submitting a letter to Illinois Public Risk Fund relative to reserving rights to explore alternative workers' compensation providers. The Finance Committee members in attendance stated their support for not submitting the letter this year.

b. FY24 EBC Medical and Dental Rates

Courtney presented the FY24 EBC Medical and Dental Rates. These rate changes will be discussed at the Insurance Committee meeting on April 19th.

c. Revenue from 2021's Property Tax 2nd Installment Combined with Prior Years' Transactions Update

The Committee members in attendance discussed the revenue from 2021's Property Tax 2nd Installment combined with prior years' transactions as presented.

d. Revenue from Corporate Personal Property Replacement Taxes Continues to be Greater than Anticipated.

The Committee members in attendance discussed the revenue from corporate personal property replacement taxes as presented.

8. ADJOURNMENT.

The members in attendance stated their support to adjourn the Finance Committee meeting. The Finance Committee meeting was adjourned at 7:43 p.m.

The next Finance Committee meeting will be Thursday, April 20, 2023 at 6:30 p.m. The public is welcome.

Peter D. Theodore, Chair

Jay Oleniczak, Co-chair

Lincolnwood School District 74

Fund Balances

Fiscal Year: 2022-2023

Month: February
 Year: 2023
 Fund Type:

Include Cash Balance
 FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>
10	EDUCATIONAL	\$13,022,792.37	\$11,846,314.99	(\$11,906,791.82)	\$0.00	\$12,962,315.54
20	OPERATIONS & MAINTENANCE	\$3,494,768.89	\$1,264,721.32	(\$1,289,851.40)	\$0.00	\$3,469,638.81
30	DEBT SERVICE	\$829,925.65	\$829,183.10	(\$1,494,725.00)	\$0.00	\$164,383.75
40	TRANSPORTATION	\$1,442,825.96	\$1,028,681.61	(\$769,131.26)	\$0.00	\$1,702,376.31
50	MUNICIPAL RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	IMRF	\$448,606.14	\$356,347.74	(\$132,568.74)	\$0.00	\$672,385.14
52	SOCIAL SECURITY AND MEDICARE	\$139,099.31	\$352,636.45	(\$201,620.36)	\$0.00	\$290,115.40
60	CAPITAL PROJECTS	\$5,825,261.89	\$651,543.34	(\$1,681,780.50)	\$0.00	\$4,795,024.73
70	WORKING CASH	\$573,446.40	\$6,073.88	\$0.00	\$0.00	\$579,520.28
80	TORT IMMUNITY	\$249,408.82	\$234,329.37	(\$24,612.00)	\$0.00	\$459,126.19
90	FIRE PREVENTION & SAFETY	\$2,617,556.88	\$288,169.22	(\$97,532.40)	\$0.00	\$2,808,193.70
99	LINCOLNWOOD SCHOOLS ACTIVITY FUN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:		\$28,643,692.31	\$16,858,001.02	(\$17,598,613.48)	\$0.00	\$27,903,079.85

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds As of 02/28/2023

Fiscal Year: 2022-2023

ASSETS

CASH & INVESTMENTS

Cash in Bank (+)	\$27,554,352.56
Imprest Fund (+)	\$15,133.79
Petty Cash (+)	\$100.00

Sub-total : CASH & INVESTMENTS	\$27,569,586.35
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DUE FROM OTHER GOVERNMENTS

Inter-Governmental Loans (+)	(\$467.03)
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Sub-total : DUE FROM OTHER GOVERNMENTS	(\$467.03)
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Total : ASSETS	\$27,569,119.32
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LIABILITIES

ACCOUNTS PAYABLE

Accounts Payable (+)	\$66,108.88
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Sub-total : ACCOUNTS PAYABLE	\$66,108.88
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OTHER CURRENT LIABILITIES

Other Liabilities (+)	\$35,237.59
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Payroll Liabilities (+)	(\$435,307.00)
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Sub-total : OTHER CURRENT LIABILITIES	(\$400,069.41)
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Total : LIABILITIES	(\$333,960.53)
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FUND BALANCE

Unreserved Fund Balance

Fund Balance (+)	\$28,643,692.31
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Sub-total : Unreserved Fund Balance	\$28,643,692.31
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NET INCREASE (DECREASE)

NET INCREASE (DECREASE) (+)	(\$740,612.46)
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Sub-total : NET INCREASE (DECREASE)	(\$740,612.46)
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Total : FUND BALANCE	\$27,903,079.85
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Total LIABILITIES + FUND BALANCE	\$27,569,119.32
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End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 02/01/2023 through 02/28/2023

Fiscal Year: 2022-2023

	<u>02/01/2023 - 02/28/2023</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
REVENUE					
LOCAL SOURCES					
Property Tax Receipts (+)	\$181,288.64	\$11,697,949.43	\$25,868,050.00	\$14,170,100.57	45.2%
Payments in Lieu of Taxes (+)	\$0.00	\$1,173,473.41	\$900,000.00	(\$273,473.41)	130.4%
Tuition Payments Received (+)	\$10,400.00	\$125,607.16	\$221,600.00	\$95,992.84	56.7%
Interest Revenue Received (+)	\$35,948.10	\$260,073.86	\$369,000.00	\$108,926.14	70.5%
Sales to Pupils & Adults (+)	\$27,277.16	\$144,913.41	\$200,000.00	\$55,086.59	72.5%
Activity Fees Received (+)	\$4,863.00	\$67,622.24	\$100,150.00	\$32,527.76	67.5%
Other Local Revenue (+)	\$33,149.82	\$165,042.80	\$330,430.00	\$165,387.20	49.9%
Rental Revenue (+)	\$2,692.00	\$62,712.86	\$89,600.00	\$26,887.14	70.0%
Sub-total : LOCAL SOURCES	\$295,618.72	\$13,697,395.17	\$28,078,830.00	\$14,381,434.83	48.8%
STATE SOURCES					
State Grants & Aid Received (+)	\$155,958.00	\$1,095,853.41	\$1,539,000.00	\$443,146.59	71.2%
Sub-total : STATE SOURCES	\$155,958.00	\$1,095,853.41	\$1,539,000.00	\$443,146.59	71.2%
FEDERAL SOURCES					
Federal Grants & Aid Received (+)	\$16,484.02	\$2,064,752.44	\$2,106,691.00	\$41,938.56	98.0%
Sub-total : FEDERAL SOURCES	\$16,484.02	\$2,064,752.44	\$2,106,691.00	\$41,938.56	98.0%
Total : REVENUE	\$468,060.74	\$16,858,001.02	\$31,724,521.00	\$14,866,519.98	53.1%
EXPENDITURES					
REGULAR K-12 PROGRAMS					
Salaries (-)	\$608,705.83	\$3,877,576.83	\$7,735,177.00	\$3,857,600.17	50.1%
Employee Benefits (-)	\$102,776.51	\$618,145.38	\$1,430,774.00	\$812,628.62	43.2%
Termination Benefits (-)	\$23,836.25	\$186,751.44	\$397,000.00	\$210,248.56	47.0%
Purchased Services (-)	\$6,052.49	\$120,743.78	\$216,005.00	\$95,261.22	55.9%
Supplies & Materials (-)	\$15,744.15	\$210,884.47	\$549,480.00	\$338,595.53	38.4%
Capital Expenditures (-)	\$6,590.00	\$82,821.78	\$204,000.00	\$121,178.22	40.6%
Other Objects (-)	\$0.00	\$225.00	\$1,800.00	\$1,575.00	12.5%
Non-Capitalized Equipment (-)	\$0.00	\$4,669.08	\$117,500.00	\$112,830.92	4.0%
Sub-total : REGULAR K-12 PROGRAMS	(\$763,705.23)	(\$5,101,817.76)	(\$10,651,736.00)	(\$5,549,918.24)	47.9%
PRE-K PROGRAMS					
Salaries (-)	\$18,266.64	\$118,733.16	\$225,356.00	\$106,622.84	52.7%
Employee Benefits (-)	\$5,556.08	\$36,514.09	\$69,413.00	\$32,898.91	52.6%
Supplies & Materials (-)	\$139.81	\$1,378.52	\$4,300.00	\$2,921.48	32.1%
Non-Capitalized Equipment (-)	\$194.02	\$194.02	\$750.00	\$555.98	25.9%
Sub-total : PRE-K PROGRAMS	(\$24,156.55)	(\$156,819.79)	(\$299,819.00)	(\$142,999.21)	52.3%
SPECIAL ED PROGRAMS K-12					
Salaries (-)	\$90,156.82	\$611,704.85	\$1,198,065.00	\$586,360.15	51.1%
Employee Benefits (-)	\$21,633.41	\$148,453.17	\$354,957.00	\$206,503.83	41.8%
Purchased Services (-)	\$0.00	\$155.75	\$600.00	\$444.25	26.0%
Supplies & Materials (-)	\$0.00	\$869.59	\$5,500.00	\$4,630.41	15.8%
Capital Expenditures (-)	\$0.00	\$2,338.09	\$6,000.00	\$3,661.91	39.0%
Other Objects (-)	\$0.00	\$180.00	\$200.00	\$20.00	90.0%
Non-Capital Equipment (-)	\$110.00	\$1,742.40	\$5,000.00	\$3,257.60	34.8%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 02/01/2023 through 02/28/2023

Fiscal Year: 2022-2023

	<u>02/01/2023 - 02/28/2023</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : SPECIAL ED PROGRAMS K-12	(\$111,900.23)	(\$765,443.85)	(\$1,570,322.00)	(\$804,878.15)	48.7%
REMEDIAL & SUPPLEMENTAL K-12					
Salaries (-)	\$45,018.96	\$292,623.24	\$585,251.00	\$292,627.76	50.0%
Employee Benefits (-)	\$8,491.82	\$52,226.57	\$110,875.00	\$58,648.43	47.1%
Purchased Services (-)	\$0.00	\$41,999.55	\$56,795.00	\$14,795.45	73.9%
Supplies & Materials (-)	\$0.00	\$5,465.18	\$12,250.00	\$6,784.82	44.6%
Sub-total : REMEDIAL & SUPPLEMENTAL K-12	(\$53,510.78)	(\$392,314.54)	(\$765,171.00)	(\$372,856.46)	51.3%
INTERSCHOLASTIC PROGRAMS					
Salaries (-)	\$1,870.85	\$36,872.24	\$90,000.00	\$53,127.76	41.0%
Employee Benefits (-)	\$108.34	\$1,590.23	\$7,405.00	\$5,814.77	21.5%
Supplies & Materials (-)	\$0.00	\$6,728.74	\$5,500.00	(\$1,228.74)	122.3%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$3,500.00	\$3,600.00	\$100.00	97.2%
Sub-total : INTERSCHOLASTIC PROGRAMS	(\$1,979.19)	(\$48,691.21)	(\$108,005.00)	(\$59,313.79)	45.1%
SUMMER SCHOOL PROGRAMS					
Salaries (-)	\$342.00	\$30,826.54	\$42,491.00	\$11,664.46	72.5%
Employee Benefits (-)	\$44.92	\$4,033.16	\$10,100.00	\$6,066.84	39.9%
Supplies & Materials (-)	\$0.00	\$1,560.63	\$3,117.00	\$1,556.37	50.1%
Sub-total : SUMMER SCHOOL PROGRAMS	(\$386.92)	(\$36,420.33)	(\$55,708.00)	(\$19,287.67)	65.4%
GIFTED PROGRAMS					
Salaries (-)	\$34,645.06	\$225,192.89	\$450,386.00	\$225,193.11	50.0%
Employee Benefits (-)	\$5,729.36	\$34,895.72	\$70,821.00	\$35,925.28	49.3%
Supplies & Materials (-)	\$116.44	\$3,020.22	\$4,250.00	\$1,229.78	71.1%
Sub-total : GIFTED PROGRAMS	(\$40,490.86)	(\$263,108.83)	(\$525,457.00)	(\$262,348.17)	50.1%
BILINGUAL PROGRAMS					
Salaries (-)	\$52,961.02	\$334,956.25	\$693,562.00	\$358,605.75	48.3%
Employee Benefits (-)	\$8,178.41	\$48,701.90	\$101,304.00	\$52,602.10	48.1%
Purchased Services (-)	\$0.00	\$0.00	\$1,800.00	\$1,800.00	0.0%
Supplies & Materials (-)	\$105.26	\$4,557.94	\$1,750.00	(\$2,807.94)	260.5%
Sub-total : BILINGUAL PROGRAMS	(\$61,244.69)	(\$388,216.09)	(\$798,416.00)	(\$410,199.91)	48.6%
ATTENDANCE & SOCIAL WORK					
Salaries (-)	\$31,086.38	\$202,061.47	\$404,123.00	\$202,061.53	50.0%
Employee Benefits (-)	\$3,681.13	\$22,552.64	\$41,196.00	\$18,643.36	54.7%
Supplies & Materials (-)	\$0.00	\$568.94	\$1,000.00	\$431.06	56.9%
Sub-total : ATTENDANCE & SOCIAL WORK	(\$34,767.51)	(\$225,183.05)	(\$446,319.00)	(\$221,135.95)	50.5%
GUIDANCE SERVICES					
Purchased Services (-)	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.0%
Sub-total : GUIDANCE SERVICES	\$0.00	\$0.00	(\$5,000.00)	(\$5,000.00)	0.0%
HEALTH SERVICES					

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 02/01/2023 through 02/28/2023

Fiscal Year: 2022-2023

	<u>02/01/2023 - 02/28/2023</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Salaries (-)	\$15,080.70	\$101,389.99	\$159,352.00	\$57,962.01	63.6%
Employee Benefits (-)	\$5,642.87	\$38,868.70	\$65,795.00	\$26,926.30	59.1%
Purchased Services (-)	\$3,487.50	\$29,484.09	\$31,000.00	\$1,515.91	95.1%
Supplies & Materials (-)	\$646.17	\$4,104.32	\$5,300.00	\$1,195.68	77.4%
Capital Expenditures (-)	\$0.00	\$223.28	\$2,250.00	\$2,026.72	9.9%
Other Objects (-)	\$0.00	\$0.00	\$750.00	\$750.00	0.0%
Non-Capital Equipment (-)	\$0.00	\$0.00	\$1,600.00	\$1,600.00	0.0%
Sub-total : HEALTH SERVICES	(\$24,857.24)	(\$174,070.38)	(\$266,047.00)	(\$91,976.62)	65.4%
PSYCHOLOGICAL SERVICES					
Salaries (-)	\$13,814.16	\$89,792.04	\$179,584.00	\$89,791.96	50.0%
Employee Benefits (-)	\$3,063.60	\$18,589.51	\$37,804.00	\$19,214.49	49.2%
Purchased Services (-)	\$0.00	\$0.00	\$1,100.00	\$1,100.00	0.0%
Supplies & Materials (-)	\$0.00	\$1,272.59	\$1,850.00	\$577.41	68.8%
Sub-total : PSYCHOLOGICAL SERVICES	(\$16,877.76)	(\$109,654.14)	(\$220,338.00)	(\$110,683.86)	49.8%
SPEECH PATHOLOGY & AUDIOLOGY					
Salaries (-)	\$21,122.38	\$137,312.57	\$274,591.00	\$137,278.43	50.0%
Employee Benefits (-)	\$3,311.80	\$20,186.14	\$41,079.00	\$20,892.86	49.1%
Purchased Services (-)	\$0.00	\$443.16	\$360.00	(\$83.16)	123.1%
Supplies & Materials (-)	\$73.99	\$293.54	\$1,800.00	\$1,506.46	16.3%
Sub-total : SPEECH PATHOLOGY & AUDIOLOGY	(\$24,508.17)	(\$158,235.41)	(\$317,830.00)	(\$159,594.59)	49.8%
OTHER SUPPORT SERVICES - PUPILS					
Salaries (-)	\$6,279.93	\$35,059.44	\$101,000.00	\$65,940.56	34.7%
Employee Benefits (-)	\$410.73	\$2,225.88	\$9,732.00	\$7,506.12	22.9%
Sub-total : OTHER SUPPORT SERVICES - PUPILS	(\$6,690.66)	(\$37,285.32)	(\$110,732.00)	(\$73,446.68)	33.7%
IMPROVEMENT OF INSTRUCTION					
Salaries (-)	\$25,698.06	\$233,904.87	\$364,189.00	\$130,284.13	64.2%
Employee Benefits (-)	\$4,178.93	\$38,226.70	\$56,095.00	\$17,868.30	68.1%
Purchased Services (-)	\$3,202.63	\$15,027.28	\$73,126.00	\$58,098.72	20.5%
Supplies & Materials (-)	\$0.00	\$618.97	\$1,500.00	\$881.03	41.3%
Other Objects (-)	\$0.00	\$2,538.02	\$1,800.00	(\$738.02)	141.0%
Sub-total : IMPROVEMENT OF INSTRUCTION	(\$33,079.62)	(\$290,315.84)	(\$496,710.00)	(\$206,394.16)	58.4%
EDUCATIONAL MEDIA					
Salaries (-)	\$21,001.70	\$136,511.05	\$273,022.00	\$136,510.95	50.0%
Employee Benefits (-)	\$2,550.38	\$15,618.15	\$31,775.00	\$16,156.85	49.2%
Supplies & Materials (-)	\$0.00	\$5,799.10	\$16,000.00	\$10,200.90	36.2%
Sub-total : EDUCATIONAL MEDIA	(\$23,552.08)	(\$157,928.30)	(\$320,797.00)	(\$162,868.70)	49.2%
ADMIN SERVICES - BOARD OF ED					
Employee Benefits (-)	\$0.00	\$62,173.25	\$62,000.00	(\$173.25)	100.3%
Purchased Services (-)	\$11,668.18	\$141,732.36	\$212,700.00	\$70,967.64	66.6%
Supplies & Materials (-)	\$0.00	\$365.88	\$2,500.00	\$2,134.12	14.6%
Capital Expenditures (-)	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0.0%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 02/01/2023 through 02/28/2023

Fiscal Year: 2022-2023

	<u>02/01/2023 - 02/28/2023</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Other Objects (-)	\$0.00	\$6,540.00	\$6,540.00	\$0.00	100.0%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Sub-total : ADMIN SERVICES - BOARD OF ED	(\$11,668.18)	(\$210,811.49)	(\$287,240.00)	(\$76,428.51)	73.4%
SUPERINTENDENT					
Salaries (-)	\$19,019.44	\$201,353.94	\$268,850.00	\$67,496.06	74.9%
Employee Benefits (-)	\$3,500.65	\$40,010.19	\$53,601.00	\$13,590.81	74.6%
Purchased Services (-)	\$273.79	\$8,233.48	\$3,900.00	(\$4,333.48)	211.1%
Supplies & Materials (-)	\$0.00	\$15.23	\$2,000.00	\$1,984.77	0.8%
Capital Expenditures (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Other Objects (-)	\$39.50	\$1,298.00	\$3,000.00	\$1,702.00	43.3%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Sub-total : SUPERINTENDENT	(\$22,833.38)	(\$250,910.84)	(\$332,351.00)	(\$81,440.16)	75.5%
WORKERS COMPENSATION INSURANCE					
Purchased Services (-)	\$0.00	\$1,103.00	\$69,000.00	\$67,897.00	1.6%
Sub-total : WORKERS COMPENSATION INSURANCE	\$0.00	(\$1,103.00)	(\$69,000.00)	(\$67,897.00)	1.6%
LOSS PREVENTION REDUCTION					
Other Objects (-)	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.0%
Sub-total : LOSS PREVENTION REDUCTION	\$0.00	\$0.00	(\$5,000.00)	(\$5,000.00)	0.0%
PROPERTY INSURANCE					
Purchased Services (-)	\$0.00	\$23,509.00	\$150,000.00	\$126,491.00	15.7%
Sub-total : PROPERTY INSURANCE	\$0.00	(\$23,509.00)	(\$150,000.00)	(\$126,491.00)	15.7%
PRINCIPAL					
Salaries (-)	\$52,901.71	\$453,450.92	\$688,889.00	\$235,438.08	65.8%
Employee Benefits (-)	\$17,590.81	\$142,237.12	\$215,627.00	\$73,389.88	66.0%
Purchased Services (-)	\$194.97	\$2,363.66	\$5,050.00	\$2,686.34	46.8%
Supplies & Materials (-)	\$249.99	\$916.70	\$4,000.00	\$3,083.30	22.9%
Capital Expenditures (-)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.0%
Other Objects (-)	\$0.00	\$1,202.00	\$2,400.00	\$1,198.00	50.1%
Non-Capitalized Equipment (-)	\$0.00	\$3,079.70	\$3,200.00	\$120.30	96.2%
Sub-total : PRINCIPAL	(\$70,937.48)	(\$603,250.10)	(\$920,666.00)	(\$317,415.90)	65.5%
OPERATION OF BUSINESS SERVICES					
Salaries (-)	\$14,623.84	\$124,302.64	\$190,110.00	\$65,807.36	65.4%
Employee Benefits (-)	\$2,611.79	\$21,165.35	\$31,941.00	\$10,775.65	66.3%
Other Objects (-)	\$0.00	\$1,134.00	\$1,400.00	\$266.00	81.0%
Sub-total : OPERATION OF BUSINESS SERVICES	(\$17,235.63)	(\$146,601.99)	(\$223,451.00)	(\$76,849.01)	65.6%
FISCAL SERVICES					
Salaries (-)	\$18,014.26	\$149,495.87	\$231,039.00	\$81,543.13	64.7%
Employee Benefits (-)	\$7,853.53	\$62,288.50	\$93,417.00	\$31,128.50	66.7%
Purchased Services (-)	\$26.25	\$2,095.56	\$123,500.00	\$121,404.44	1.7%
Supplies & Materials (-)	\$0.00	\$2,829.51	\$5,500.00	\$2,670.49	51.4%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 02/01/2023 through 02/28/2023

Fiscal Year: 2022-2023

	<u>02/01/2023 - 02/28/2023</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Capital Expenditures (-)	\$0.00	\$0.00	\$750.00	\$750.00	0.0%
Other Objects (-)	\$1,496.71	\$15,707.84	\$20,000.00	\$4,292.16	78.5%
Non-Capitalized Equipment (-)	\$0.00	\$548.67	\$1,500.00	\$951.33	36.6%
Sub-total : FISCAL SERVICES	(\$27,390.75)	(\$232,965.95)	(\$475,706.00)	(\$242,740.05)	49.0%
FACILITY ACQUISITION & CONSTRUCTION					
Purchased Services (-)	\$7,407.60	\$497,845.40	\$596,118.00	\$98,272.60	83.5%
Capital Expenditures (-)	\$88,290.75	\$1,231,467.50	\$3,077,144.00	\$1,845,676.50	40.0%
Sub-total : FACILITY ACQUISITION & CONSTRUCTION	(\$95,698.35)	(\$1,729,312.90)	(\$3,673,262.00)	(\$1,943,949.10)	47.1%
OPERATION & MAINTENANCE OF PLANT					
Salaries (-)	\$40,990.11	\$335,177.43	\$526,163.00	\$190,985.57	63.7%
Employee Benefits (-)	\$13,255.09	\$113,243.57	\$171,678.00	\$58,434.43	66.0%
Purchased Services (-)	\$27,445.52	\$616,359.54	\$960,700.00	\$344,340.46	64.2%
Supplies & Materials (-)	\$35,774.17	\$247,678.91	\$453,014.00	\$205,335.09	54.7%
Capital Expenditures (-)	\$0.00	\$81,229.86	\$439,500.00	\$358,270.14	18.5%
Other Objects (-)	\$0.00	\$0.00	\$1,750.00	\$1,750.00	0.0%
Non-Capitalized Equipment (-)	\$0.00	\$1,912.19	\$30,000.00	\$28,087.81	6.4%
Sub-total : OPERATION & MAINTENANCE OF PLANT	(\$117,464.89)	(\$1,395,601.50)	(\$2,582,805.00)	(\$1,187,203.50)	54.0%
PUPIL TRANSPORTATION					
Purchased Services (-)	\$122,008.19	\$769,131.26	\$1,440,000.00	\$670,868.74	53.4%
Sub-total : PUPIL TRANSPORTATION	(\$122,008.19)	(\$769,131.26)	(\$1,440,000.00)	(\$670,868.74)	53.4%
FOOD SERVICES					
Salaries (-)	\$22,985.58	\$154,166.65	\$250,708.00	\$96,541.35	61.5%
Employee Benefits (-)	\$9,059.87	\$63,042.58	\$103,366.00	\$40,323.42	61.0%
Purchased Services (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Supplies & Materials (-)	\$20,585.60	\$147,933.45	\$262,000.00	\$114,066.55	56.5%
Capital Expenditures (-)	\$0.00	\$118.28	\$8,000.00	\$7,881.72	1.5%
Other Objects (-)	\$0.00	\$752.50	\$1,000.00	\$247.50	75.3%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$4,000.00	\$4,000.00	0.0%
Sub-total : FOOD SERVICES	(\$52,631.05)	(\$366,013.46)	(\$629,574.00)	(\$263,560.54)	58.1%
INTERNAL SERVICES					
Purchased Services (-)	\$1,372.30	\$13,434.53	\$27,100.00	\$13,665.47	49.6%
Supplies & Materials (-)	\$0.00	\$172.00	\$1,500.00	\$1,328.00	11.5%
Sub-total : INTERNAL SERVICES	(\$1,372.30)	(\$13,606.53)	(\$28,600.00)	(\$14,993.47)	47.6%
INFORMATION SERVICES					
Salaries (-)	\$8,004.42	\$53,312.52	\$78,534.00	\$25,221.48	67.9%
Employee Benefits (-)	\$2,726.21	\$21,155.46	\$30,706.00	\$9,550.54	68.9%
Purchased Services (-)	\$290.00	\$20,853.67	\$34,250.00	\$13,396.33	60.9%
Supplies & Materials (-)	\$2,936.18	\$5,463.67	\$6,000.00	\$536.33	91.1%
Other Objects (-)	\$0.00	\$250.00	\$1,000.00	\$750.00	25.0%
Sub-total : INFORMATION SERVICES	(\$13,956.81)	(\$101,035.32)	(\$150,490.00)	(\$49,454.68)	67.1%

Operating Statement with Budget

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 02/01/2023 through 02/28/2023

Fiscal Year: 2022-2023

	<u>02/01/2023 - 02/28/2023</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
OTHER SUPPORT SERVICES - ADMIN					
Salaries (-)	\$42,348.47	\$333,967.04	\$534,698.00	\$200,730.96	62.5%
Employee Benefits (-)	\$13,266.78	\$106,349.06	\$183,891.00	\$77,541.94	57.8%
Purchased Services (-)	\$0.00	\$544.62	\$500.00	(\$44.62)	108.9%
Other Objects (-)	\$0.00	\$0.00	\$500.00	\$500.00	0.0%
Sub-total : OTHER SUPPORT SERVICES - ADMIN	(\$55,615.25)	(\$440,860.72)	(\$719,589.00)	(\$278,728.28)	61.3%
COMMUNITY SERVICES					
Purchased Services (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Supplies & Materials (-)	\$0.00	\$0.00	\$1,000.00	\$1,000.00	0.0%
Sub-total : COMMUNITY SERVICES	\$0.00	\$0.00	(\$2,000.00)	(\$2,000.00)	0.0%
PAYMENTS TO OTHER LEAs					
Purchased Services (-)	\$0.00	\$63,715.00	\$164,000.00	\$100,285.00	38.9%
Other Objects (-)	\$81,823.98	\$1,324,116.19	\$2,439,019.00	\$1,114,902.81	54.3%
Sub-total : PAYMENTS TO OTHER LEAs	(\$81,823.98)	(\$1,387,831.19)	(\$2,603,019.00)	(\$1,215,187.81)	53.3%
DEBT SERVICE - INTEREST					
Interest on Bonds Outstanding (-)	\$0.00	\$329,725.00	\$640,100.00	\$310,375.00	51.5%
Sub-total : DEBT SERVICE - INTEREST	\$0.00	(\$329,725.00)	(\$640,100.00)	(\$310,375.00)	51.5%
DEBT SERVICE - PRINCIPAL					
Principal Payments on Bonds Outstanding (-)	\$0.00	\$1,165,000.00	\$1,165,000.00	\$0.00	100.0%
Sub-total : DEBT SERVICE - PRINCIPAL	\$0.00	(\$1,165,000.00)	(\$1,165,000.00)	\$0.00	100.0%
DEBT SERVICE - OTHER					
Debt Service Fees (-)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.0%
Sub-total : DEBT SERVICE - OTHER	\$0.00	\$0.00	(\$2,500.00)	(\$2,500.00)	0.0%
ADMIN SERVICES - SPECIAL ED					
Salaries (-)	\$11,336.58	\$96,360.93	\$147,376.00	\$51,015.07	65.4%
Employee Benefits (-)	\$3,568.30	\$29,077.46	\$43,347.00	\$14,269.54	67.1%
Other Objects (-)	\$0.00	\$400.00	\$1,000.00	\$600.00	40.0%
Sub-total : ADMIN SERVICES - SPECIAL ED	(\$14,904.88)	(\$125,838.39)	(\$191,723.00)	(\$65,884.61)	65.6%
Total : EXPENDITURES	(\$1,927,248.61)	(\$17,598,613.48)	(\$33,250,483.00)	(\$15,651,869.52)	52.9%
NET INCREASE (DECREASE)	(\$1,459,187.87)	(\$740,612.46)	(\$1,525,962.00)	(\$785,349.54)	48.5%

End of Report

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:2/1/2023 To Date:2/28/2023

Account Mask: ??????????????????

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
10 - EDUCATIONAL					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
100 - SALARIES	\$7,735,177.00	\$608,705.83	\$3,877,576.83	\$3,768,973.76	\$88,626.41
200 - EMPLOYEE BENEFITS	\$1,302,684.00	\$92,903.39	\$557,055.41	\$546,501.48	\$199,127.11
300 - PURCHASED SERVICES	\$216,005.00	\$6,052.49	\$120,743.78	\$1,796.00	\$93,465.22
400 - SUPPLIES & MATERIALS	\$549,480.00	\$15,744.15	\$210,884.47	\$10,966.25	\$327,629.28
500 - CAPITAL OUTLAY	\$204,000.00	\$6,590.00	\$82,821.78	\$27,939.40	\$93,238.82
600 - OTHER OBJECTS	\$1,800.00	\$0.00	\$225.00	\$0.00	\$1,575.00
700 - NON-CAPITAL EQUIPMENT	\$117,500.00	\$0.00	\$4,669.08	\$0.00	\$112,830.92
800 - TERMINATION/VACATION PAYMENTS	\$397,000.00	\$23,836.25	\$186,751.44	\$36,167.15	\$174,081.41
1125 - PRE-K PROGRAMS					
100 - SALARIES	\$225,356.00	\$18,266.64	\$118,733.16	\$106,421.19	\$201.65
200 - EMPLOYEE BENEFITS	\$58,224.00	\$4,767.18	\$30,851.90	\$21,182.92	\$6,189.18
400 - SUPPLIES & MATERIALS	\$4,300.00	\$139.81	\$1,378.52	\$0.00	\$2,921.48
700 - NON-CAPITAL EQUIPMENT	\$750.00	\$194.02	\$194.02	\$0.00	\$555.98
1200 - SPECIAL ED PROGRAMS K-12					
100 - SALARIES	\$1,198,065.00	\$90,156.82	\$611,704.85	\$536,730.94	\$49,629.21
200 - EMPLOYEE BENEFITS	\$286,424.00	\$17,468.28	\$113,994.97	\$90,790.50	\$81,638.53
300 - PURCHASED SERVICES	\$600.00	\$0.00	\$155.75	\$0.00	\$444.25
400 - SUPPLIES & MATERIALS	\$5,500.00	\$0.00	\$869.59	\$0.00	\$4,630.41
500 - CAPITAL OUTLAY	\$6,000.00	\$0.00	\$2,338.09	\$0.00	\$3,661.91
600 - OTHER OBJECTS	\$200.00	\$0.00	\$180.00	\$0.00	\$20.00
700 - NON-CAPITAL EQUIPMENT	\$5,000.00	\$110.00	\$1,742.40	\$0.00	\$3,257.60
1250 - REMEDIAL & SUPPLEMENTAL K-12					
100 - SALARIES	\$585,251.00	\$45,018.96	\$292,623.24	\$292,623.76	\$4.00
200 - EMPLOYEE BENEFITS	\$102,383.00	\$7,874.42	\$48,196.37	\$48,196.40	\$5,990.23
300 - PURCHASED SERVICES	\$56,795.00	\$0.00	\$41,999.55	\$0.00	\$14,795.45
400 - SUPPLIES & MATERIALS	\$12,250.00	\$0.00	\$5,465.18	\$0.00	\$6,784.82
1500 - INTERSCHOLASTIC PROGRAMS					
100 - SALARIES	\$90,000.00	\$1,870.85	\$36,872.24	\$38,399.55	\$14,728.21
200 - EMPLOYEE BENEFITS	\$1,200.00	\$16.70	\$362.43	\$436.92	\$400.65
400 - SUPPLIES & MATERIALS	\$5,500.00	\$0.00	\$6,728.74	\$157.96	(\$1,386.70)
500 - CAPITAL OUTLAY	\$1,500.0014	\$0.00	\$0.00	\$0.00	\$1,500.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date: 2/1/2023 To Date: 2/28/2023

Account Mask: ??????????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
600 - OTHER OBJECTS	\$3,600.00	\$0.00	\$3,500.00	\$0.00	\$100.00
1600 - SUMMER SCHOOL PROGRAMS					
100 - SALARIES	\$42,491.00	\$342.00	\$30,826.54	\$342.00	\$11,322.46
200 - EMPLOYEE BENEFITS	\$4,315.00	\$40.18	\$2,987.84	\$40.18	\$1,286.98
400 - SUPPLIES & MATERIALS	\$3,117.00	\$0.00	\$1,560.63	\$0.00	\$1,556.37
1650 - GIFTED PROGRAMS					
100 - SALARIES	\$450,386.00	\$34,645.06	\$225,192.89	\$225,193.11	\$0.00
200 - EMPLOYEE BENEFITS	\$64,287.00	\$5,255.80	\$31,802.88	\$31,802.89	\$681.23
400 - SUPPLIES & MATERIALS	\$4,250.00	\$116.44	\$3,020.22	\$165.00	\$1,064.78
1800 - BILINGUAL PROGRAMS					
100 - SALARIES	\$693,562.00	\$52,961.02	\$334,956.25	\$337,150.77	\$21,454.98
200 - EMPLOYEE BENEFITS	\$91,365.00	\$7,406.49	\$44,059.08	\$44,303.82	\$3,002.10
300 - PURCHASED SERVICES	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00
400 - SUPPLIES & MATERIALS	\$1,750.00	\$105.26	\$4,557.94	\$57.86	(\$2,865.80)
2110 - ATTENDANCE & SOCIAL WORK					
100 - SALARIES	\$404,123.00	\$31,086.38	\$202,061.47	\$202,061.53	\$0.00
200 - EMPLOYEE BENEFITS	\$35,333.00	\$3,247.89	\$19,728.05	\$19,728.05	(\$4,123.10)
400 - SUPPLIES & MATERIALS	\$1,000.00	\$0.00	\$568.94	\$0.00	\$431.06
2120 - GUIDANCE SERVICES					
300 - PURCHASED SERVICES	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
2130 - HEALTH SERVICES					
100 - SALARIES	\$159,352.00	\$15,080.70	\$101,389.99	\$56,961.34	\$1,000.67
200 - EMPLOYEE BENEFITS	\$36,803.00	\$3,465.84	\$22,505.01	\$13,863.36	\$434.63
300 - PURCHASED SERVICES	\$31,000.00	\$3,487.50	\$29,484.09	\$0.00	\$1,515.91
400 - SUPPLIES & MATERIALS	\$5,300.00	\$646.17	\$4,104.32	\$216.78	\$978.90
500 - CAPITAL OUTLAY	\$2,250.00	\$0.00	\$223.28	\$0.00	\$2,026.72
600 - OTHER OBJECTS	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00
700 - NON-CAPITAL EQUIPMENT	\$1,600.00	\$0.00	\$0.00	\$0.00	\$1,600.00
2140 - PSYCHOLOGICAL SERVICES					
100 - SALARIES	\$179,584.00	\$13,814.16	\$89,792.04	\$89,791.96	\$0.00
200 - EMPLOYEE BENEFITS	\$35,198.00	\$2,878.94	\$17,380.16	\$17,380.16	\$437.68
300 - PURCHASED SERVICES	\$1,100.00	\$0.00	\$0.00	\$0.00	\$1,100.00
400 - SUPPLIES & MATERIALS	\$1,850.00	\$0.00	\$1,272.59	\$63.58	\$513.83
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
100 - SALARIES	\$274,591.00 ¹⁵	\$21,122.38	\$137,312.57	\$137,304.08	(\$25.65)

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date: 2/1/2023 To Date: 2/28/2023

Account Mask: ????????????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
200 - EMPLOYEE BENEFITS	\$37,095.00	\$3,028.26	\$18,329.79	\$18,329.68	\$435.53
300 - PURCHASED SERVICES	\$360.00	\$0.00	\$443.16	\$0.00	(\$83.16)
400 - SUPPLIES & MATERIALS	\$1,800.00	\$73.99	\$293.54	\$530.20	\$976.26
2190 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$101,000.00	\$6,279.93	\$35,059.44	\$11,266.46	\$54,674.10
200 - EMPLOYEE BENEFITS	\$900.00	\$17.30	\$113.52	\$71.15	\$715.33
2210 - IMPROVEMENT OF INSTRUCTION					
100 - SALARIES	\$364,189.00	\$25,698.06	\$233,904.87	\$112,350.16	\$17,933.97
200 - EMPLOYEE BENEFITS	\$41,959.00	\$3,159.97	\$28,596.98	\$11,430.57	\$1,931.45
300 - PURCHASED SERVICES	\$73,126.00	\$3,202.63	\$15,027.28	\$0.00	\$58,098.72
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$618.97	\$0.00	\$881.03
600 - OTHER OBJECTS	\$1,800.00	\$0.00	\$2,538.02	\$0.00	(\$738.02)
2220 - EDUCATIONAL MEDIA					
100 - SALARIES	\$273,022.00	\$21,001.70	\$136,511.05	\$136,510.95	\$0.00
200 - EMPLOYEE BENEFITS	\$27,814.00	\$2,256.84	\$13,703.80	\$13,703.80	\$406.40
400 - SUPPLIES & MATERIALS	\$16,000.00	\$0.00	\$5,799.10	\$3,500.04	\$6,700.86
2310 - BOARD OF EDUCATION					
200 - EMPLOYEE BENEFITS	\$62,000.00	\$0.00	\$62,173.25	\$0.00	(\$173.25)
300 - PURCHASED SERVICES	\$212,700.00	\$11,668.18	\$141,732.36	\$0.00	\$70,967.64
400 - SUPPLIES & MATERIALS	\$2,500.00	\$0.00	\$365.88	\$0.00	\$2,134.12
500 - CAPITAL OUTLAY	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
600 - OTHER OBJECTS	\$6,540.00	\$0.00	\$6,540.00	\$0.00	\$0.00
700 - NON-CAPITAL EQUIPMENT	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
2320 - SUPERINTENDENT					
100 - SALARIES	\$268,850.00	\$19,019.44	\$201,353.94	\$85,587.49	(\$18,091.43)
200 - EMPLOYEE BENEFITS	\$49,650.00	\$3,225.95	\$37,102.82	\$11,503.19	\$1,043.99
300 - PURCHASED SERVICES	\$3,900.00	\$273.79	\$8,233.48	\$0.00	(\$4,333.48)
400 - SUPPLIES & MATERIALS	\$2,000.00	\$0.00	\$15.23	\$0.00	\$1,984.77
500 - CAPITAL OUTLAY	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
600 - OTHER OBJECTS	\$3,000.00	\$39.50	\$1,298.00	\$0.00	\$1,702.00
700 - NON-CAPITAL EQUIPMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
100 - SALARIES	\$147,376.00	\$11,336.58	\$96,360.93	\$51,014.66	\$0.41
200 - EMPLOYEE BENEFITS	\$38,258.00	\$3,210.34	\$25,800.74	\$11,371.98	\$1,085.28
600 - OTHER OBJECTS	\$1,000.00 ¹⁶	\$0.00	\$400.00	\$0.00	\$600.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date: 2/1/2023 To Date: 2/28/2023

Account Mask: ????????????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
2410 - PRINCIPAL					
100 - SALARIES	\$688,889.00	\$52,901.71	\$453,450.92	\$237,783.01	(\$2,344.93)
200 - EMPLOYEE BENEFITS	\$179,022.00	\$15,164.19	\$119,320.30	\$59,444.68	\$257.02
300 - PURCHASED SERVICES	\$5,050.00	\$194.97	\$2,363.66	\$0.00	\$2,686.34
400 - SUPPLIES & MATERIALS	\$4,000.00	\$249.99	\$916.70	\$0.00	\$3,083.30
500 - CAPITAL OUTLAY	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
600 - OTHER OBJECTS	\$2,400.00	\$0.00	\$1,202.00	\$0.00	\$1,198.00
700 - NON-CAPITAL EQUIPMENT	\$3,200.00	\$0.00	\$3,079.70	\$0.00	\$120.30
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
100 - SALARIES	\$190,110.00	\$14,623.84	\$124,302.64	\$65,807.23	\$0.13
200 - EMPLOYEE BENEFITS	\$29,183.00	\$2,401.37	\$19,384.61	\$9,782.64	\$15.75
600 - OTHER OBJECTS	\$1,400.00	\$0.00	\$1,134.00	\$0.00	\$266.00
2520 - FISCAL SERVICES					
100 - SALARIES	\$231,039.00	\$18,014.26	\$149,495.87	\$81,063.99	\$479.14
200 - EMPLOYEE BENEFITS	\$54,870.00	\$5,309.49	\$38,271.62	\$21,264.97	(\$4,666.59)
300 - PURCHASED SERVICES	\$123,500.00	\$26.25	\$2,095.56	\$0.00	\$121,404.44
400 - SUPPLIES & MATERIALS	\$5,500.00	\$0.00	\$2,829.51	\$0.00	\$2,670.49
500 - CAPITAL OUTLAY	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00
600 - OTHER OBJECTS	\$20,000.00	\$1,496.71	\$15,707.84	\$0.00	\$4,292.16
700 - NON-CAPITAL EQUIPMENT	\$1,500.00	\$0.00	\$548.67	\$483.30	\$468.03
2560 - FOOD SERVICES					
100 - SALARIES	\$250,708.00	\$22,985.58	\$154,166.65	\$79,469.83	\$17,071.52
200 - EMPLOYEE BENEFITS	\$61,893.00	\$5,737.84	\$38,098.86	\$22,950.31	\$843.83
300 - PURCHASED SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
400 - SUPPLIES & MATERIALS	\$262,000.00	\$20,585.60	\$147,933.45	\$0.00	\$114,066.55
500 - CAPITAL OUTLAY	\$8,000.00	\$0.00	\$118.28	\$0.00	\$7,881.72
600 - OTHER OBJECTS	\$1,000.00	\$0.00	\$752.50	\$0.00	\$247.50
700 - NON-CAPITAL EQUIPMENT	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00
2570 - INTERNAL SERVICES					
300 - PURCHASED SERVICES	\$27,100.00	\$1,372.30	\$13,434.53	\$1,283.39	\$12,382.08
400 - SUPPLIES & MATERIALS	\$1,500.00	\$0.00	\$172.00	\$0.00	\$1,328.00
2630 - INFORMATION SERVICES					
100 - SALARIES	\$78,534.00	\$8,004.42	\$53,312.52	\$0.00	\$25,221.48
200 - EMPLOYEE BENEFITS	\$17,646.00	\$1,508.86	\$12,106.25	\$0.00	\$5,539.75
300 - PURCHASED SERVICES	\$34,250.00 ¹⁷	\$290.00	\$20,853.67	\$0.00	\$13,396.33

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:2/1/2023 To Date:2/28/2023

Account Mask: ??????????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
400 - SUPPLIES & MATERIALS	\$6,000.00	\$2,936.18	\$5,463.67	\$0.00	\$536.33
600 - OTHER OBJECTS	\$1,000.00	\$0.00	\$250.00	\$0.00	\$750.00
2660 - OTHER SUPPORT SERVICES - PUPILS					
100 - SALARIES	\$534,698.00	\$42,348.47	\$333,967.04	\$188,232.09	\$12,498.87
200 - EMPLOYEE BENEFITS	\$119,278.00	\$8,782.87	\$67,961.27	\$33,731.38	\$17,585.35
300 - PURCHASED SERVICES	\$500.00	\$0.00	\$544.62	\$0.00	(\$44.62)
600 - OTHER OBJECTS	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
3000 - COMMUNITY SERVICES					
300 - PURCHASED SERVICES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
400 - SUPPLIES & MATERIALS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
4120 - PAYMENTS FOR SPECIAL ED PROGRAMS					
300 - PURCHASED SERVICES	\$164,000.00	\$0.00	\$63,715.00	\$0.00	\$100,285.00
600 - OTHER OBJECTS	\$2,439,019.00	\$81,823.98	\$1,324,116.19	\$0.00	\$1,114,902.81
10 - EDUCATIONAL Total:	\$23,003,579.00	\$1,555,669.34	\$11,906,791.82	\$7,972,177.80	\$3,124,609.38

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:2/1/2023 To Date:2/28/2023

Account Mask: ??????????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
20 - OPERATIONS & MAINTENANCE					
0 - EXPENDITURES					
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
100 - SALARIES	\$526,163.00	\$40,990.11	\$335,177.43	\$165,430.53	\$25,555.04
200 - EMPLOYEE BENEFITS	\$83,217.00	\$7,184.95	\$57,493.47	\$28,792.77	(\$3,069.24)
300 - PURCHASED SERVICES	\$960,700.00	\$27,445.52	\$616,359.54	\$6,158.91	\$338,181.55
400 - SUPPLIES & MATERIALS	\$453,014.00	\$35,774.17	\$247,678.91	\$16,955.44	\$188,379.65
500 - CAPITAL OUTLAY	\$186,500.00	\$0.00	\$31,229.86	\$4,908.42	\$150,361.72
600 - OTHER OBJECTS	\$1,750.00	\$0.00	\$0.00	\$0.00	\$1,750.00
700 - NON-CAPITAL EQUIPMENT	\$30,000.00	\$0.00	\$1,912.19	\$0.00	\$28,087.81
20 - OPERATIONS & MAINTENANCE Total:	\$2,241,344.00	\$111,394.75	\$1,289,851.40	\$222,246.07	\$729,246.53

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:2/1/2023 To Date:2/28/2023

Account Mask: ????????????????????

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
30 - DEBT SERVICE					
0 - EXPENDITURES					
5140 - DEBT SERVICE - INTEREST PAYMENTS					
600 - OTHER OBJECTS	\$640,100.00	\$0.00	\$329,725.00	\$0.00	\$310,375.00
5200 - INTEREST ON BONDS OUTSTANDING					
600 - OTHER OBJECTS	\$1,165,000.00	\$0.00	\$1,165,000.00	\$0.00	\$0.00
5400 - DEBT SERVICE LEASES					
600 - OTHER OBJECTS	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
30 - DEBT SERVICE Total:	\$1,807,600.00	\$0.00	\$1,494,725.00	\$0.00	\$312,875.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:2/1/2023 To Date:2/28/2023

Account Mask: ??????????????????

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2023 Range To Date Year To Date Encumbrance Budget Balance

40 - TRANSPORTATION

0 - EXPENDITURES

2550 - PUPIL TRANSPORTATION

300 - PURCHASED SERVICES

\$1,440,000.00	\$122,008.19	\$769,131.26	\$0.00	\$670,868.74
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40 - TRANSPORTATION Total:	\$1,440,000.00	\$122,008.19	\$769,131.26	\$0.00	\$670,868.74
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Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date: 2/1/2023 To Date: 2/28/2023

Account Mask: ????????????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
51 - IMRF					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
200 - EMPLOYEE BENEFITS	\$3,875.00	\$184.21	\$1,499.07	\$233.55	\$2,142.38
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$4,700.00	\$372.80	\$2,955.10	\$1,491.20	\$253.70
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$30,100.00	\$1,762.47	\$16,585.44	\$8,126.69	\$5,387.87
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$2,400.00	\$40.80	\$232.52	\$261.86	\$1,905.62
1600 - SUMMER SCHOOL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$1,000.00	\$0.00	\$199.04	\$0.00	\$800.96
1800 - BILINGUAL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$300.00	\$28.49	\$28.49	\$36.25	\$235.26
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$16,800.00	\$1,141.61	\$9,374.69	\$4,311.97	\$3,113.34
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$1,100.00	\$0.00	\$0.00	\$0.00	\$1,100.00
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$5,600.00	\$359.28	\$3,801.18	\$1,616.76	\$182.06
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					
200 - EMPLOYEE BENEFITS	\$1,750.00	\$112.70	\$1,190.13	\$507.15	\$52.72
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$15,720.00	\$1,015.69	\$10,755.78	\$4,549.81	\$414.41
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$21,000.00	\$1,363.68	\$14,040.11	\$6,136.55	\$823.34
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$48,200.00	\$3,100.05	\$31,435.68	\$12,509.98	\$4,254.34
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$22,300.00	\$1,740.00	\$14,321.02	\$6,015.82	\$1,963.16
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$7,050.00	\$605.93	\$4,978.18	\$0.00	\$2,071.82
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$34,000.00	\$2,245.93	\$21,172.31	\$9,929.84	\$2,897.85
51 - IMRF Total:	\$215,895.00	\$14,073.64	\$132,568.74	\$55,727.43	\$27,598.83

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date: 2/1/2023 To Date: 2/28/2023

Account Mask: ????????????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
52 - SOCIAL SECURITY AND MEDICARE					
0 - EXPENDITURES					
1100 - REGULAR K-12 PROGRAMS					
200 - EMPLOYEE BENEFITS	\$124,215.00	\$9,688.91	\$59,590.90	\$53,622.12	\$11,001.98
1125 - PRE-K PROGRAMS					
200 - EMPLOYEE BENEFITS	\$6,489.00	\$416.10	\$2,707.09	\$2,138.37	\$1,643.54
1200 - SPECIAL ED PROGRAMS K-12					
200 - EMPLOYEE BENEFITS	\$38,433.00	\$2,402.66	\$17,872.76	\$13,086.40	\$7,473.84
1250 - REMEDIAL & SUPPLEMENTAL K-12					
200 - EMPLOYEE BENEFITS	\$8,492.00	\$617.40	\$4,030.20	\$4,028.82	\$432.98
1500 - INTERSCHOLASTIC PROGRAMS					
200 - EMPLOYEE BENEFITS	\$3,805.00	\$50.84	\$995.28	\$761.45	\$2,048.27
1600 - SUMMER SCHOOL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$4,785.00	\$4.74	\$846.28	\$4.74	\$3,933.98
1650 - GIFTED PROGRAMS					
200 - EMPLOYEE BENEFITS	\$6,534.00	\$473.56	\$3,092.84	\$3,091.95	\$349.21
1800 - BILINGUAL PROGRAMS					
200 - EMPLOYEE BENEFITS	\$9,639.00	\$743.43	\$4,614.33	\$4,647.30	\$377.37
2110 - ATTENDANCE & SOCIAL WORK					
200 - EMPLOYEE BENEFITS	\$5,863.00	\$433.24	\$2,824.59	\$2,824.82	\$213.59
2130 - HEALTH SERVICES					
200 - EMPLOYEE BENEFITS	\$12,192.00	\$1,035.42	\$6,989.00	\$3,884.54	\$1,318.46
2140 - PSYCHOLOGICAL SERVICES					
200 - EMPLOYEE BENEFITS	\$2,606.00	\$184.66	\$1,209.35	\$1,207.02	\$189.63
2150 - SPEECH PATHOLOGY & AUDIOLOGY					
200 - EMPLOYEE BENEFITS	\$3,984.00	\$283.54	\$1,856.35	\$1,854.49	\$273.16
2190 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$7,732.00	\$393.43	\$2,112.36	\$514.56	\$5,105.08
2210 - IMPROVEMENT OF INSTRUCTION					
200 - EMPLOYEE BENEFITS	\$8,536.00	\$659.68	\$5,828.54	\$2,926.98	(\$219.52)
2220 - EDUCATIONAL MEDIA					
200 - EMPLOYEE BENEFITS	\$3,961.00	\$293.54	\$1,914.35	\$1,912.15	\$134.50
2320 - SUPERINTENDENT					
200 - EMPLOYEE BENEFITS	\$3,951.00	\$274.70	\$2,907.37	\$1,236.69	(\$193.06)
2330 - ADMINISTRATIVE SERVICES SPECIAL ED					

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:2/1/2023 To Date:2/28/2023

Account Mask: ????????????????????

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
200 - EMPLOYEE BENEFITS	\$3,339.00	\$245.26	\$2,086.59	\$1,109.38	\$143.03
2410 - PRINCIPAL					
200 - EMPLOYEE BENEFITS	\$20,885.00	\$1,410.93	\$12,161.04	\$6,404.20	\$2,319.76
2510 - DIRECTION OF BUSINESS SUPPORT SERVICES					
200 - EMPLOYEE BENEFITS	\$2,758.00	\$210.42	\$1,780.74	\$947.70	\$29.56
2520 - FISCAL SERVICES					
200 - EMPLOYEE BENEFITS	\$17,547.00	\$1,180.36	\$9,976.77	\$5,407.71	\$2,162.52
2540 - OPERATIONS & MAINTENANCE OF PLANTS					
200 - EMPLOYEE BENEFITS	\$40,261.00	\$2,970.09	\$24,314.42	\$11,991.33	\$3,955.25
2560 - FOOD SERVICES					
200 - EMPLOYEE BENEFITS	\$19,173.00	\$1,582.03	\$10,622.70	\$5,373.96	\$3,176.34
2630 - INFORMATION SERVICES					
200 - EMPLOYEE BENEFITS	\$6,010.00	\$611.42	\$4,071.03	\$0.00	\$1,938.97
2660 - OTHER SUPPORT SERVICES - PUPILS					
200 - EMPLOYEE BENEFITS	\$30,613.00	\$2,237.98	\$17,215.48	\$9,998.62	\$3,398.90
52 - SOCIAL SECURITY AND MEDICARE Total:	\$391,803.00	\$28,404.34	\$201,620.36	\$138,975.30	\$51,207.34

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:2/1/2023 To Date:2/28/2023

Account Mask: ????????????????????

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2023 Range To Date Year To Date Encumbrance Budget Balance

60 - CAPITAL PROJECTS

 0 - EXPENDITURES

 2530 - FACILITY ACQUISITION & CONSTRUCTION

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
300 - PURCHASED SERVICES	\$571,118.00	\$399.20	\$450,313.00	\$0.00	\$120,805.00
500 - CAPITAL OUTLAY	\$3,077,144.00	\$88,290.75	\$1,231,467.50	\$304,450.00	\$1,541,226.50
60 - CAPITAL PROJECTS Total:	\$3,648,262.00	\$88,689.95	\$1,681,780.50	\$304,450.00	\$1,662,031.50

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:2/1/2023 To Date:2/28/2023

Account Mask: ??????????????????

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
80 - TORT IMMUNITY					
0 - EXPENDITURES					
2362 - WORKERS COMPENSATION INSURANCE					
300 - PURCHASED SERVICES	\$69,000.00	\$0.00	\$1,103.00	\$0.00	\$67,897.00
2366 - JUDGMENTS/SETTLEMENTS					
600 - OTHER OBJECTS	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
2371 - PROPERTY INSURANCE					
300 - PURCHASED SERVICES	\$150,000.00	\$0.00	\$23,509.00	\$0.00	\$126,491.00
80 - TORT IMMUNITY Total:	\$224,000.00	\$0.00	\$24,612.00	\$0.00	\$199,388.00

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:2/1/2023 To Date:2/28/2023

Account Mask: ??????????????????

Account Type: EXPENDITURE

Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT

Preliminary 2023 Range To Date Year To Date Encumbrance Budget Balance

90 - FIRE PREVENTION & SAFETY

0 - EXPENDITURES

2530 - FACILITY ACQUISITION & CONSTRUCTION

300 - PURCHASED SERVICES

\$25,000.00 \$7,008.40 \$47,532.40 \$0.00 (\$22,532.40)

2540 - OPERATIONS & MAINTENANCE OF PLANTS

500 - CAPITAL OUTLAY

\$253,000.00 \$0.00 \$50,000.00 \$0.00 \$203,000.00

90 - FIRE PREVENTION & SAFETY Total: \$278,000.00 \$7,008.40 \$97,532.40 \$0.00 \$180,467.60

Lincolnwood School District 74

General Ledger - OBJECT REPORT

Fiscal Year: 2022-2023 From Date:2/1/2023 To Date:2/28/2023

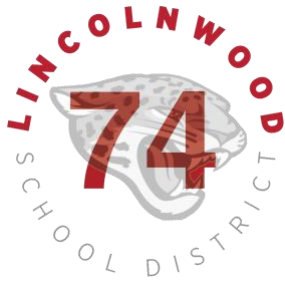
Account Mask: ????????????????????

Account Type: EXPENDITURE

- Print accounts with zero balance Include Inactive Accounts Include PreEncumbrance

FUND / TYPE / FUNCTION / OBJECT	Preliminary 2023	Range To Date	Year To Date	Encumbrance	Budget Balance
Grand Total:	\$33,250,483.00	\$1,927,248.61	\$17,598,613.48	\$8,693,576.60	\$6,958,292.92

End of Report



Executive Summary Finance Committee Meeting

DATE: April 20, 2023

TOPIC: Resolution Ratifying Changes to Niles Township District for Special Education (NTDSE)

Articles of Agreement

PREPARED BY: David Russo

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

Niles Township District for Special Education (NTDSE) is a special education cooperative formed by member school districts, including Lincolnwood School District 74. The cooperative is commonly used by smaller and mid-sized districts to ensure students with the greatest special education needs receive access to skilled professionals that the District might not otherwise be able to employ directly.

Member school districts typically agree on the format and structure of the cooperative by adopting an intergovernmental cooperation agreement or other formal agreement. NTDSE uses an “Articles of Agreement” document. This Articles of Agreement document was first adopted in 2005, with revisions in 2012 and 2015.

Major changes to this 2023 version included:

- General language cleanup to enhance clarity within the document
- The terms of office for President, Vice-President, and Secretary of the NTDSE Governing Board increased from one year to two years

- Additions regarding the roles and procedures for the Fund Balance Committee and other potential committees
- Formula to provide NTDSE classrooms to run satellite programs; increase from \$15,000 to \$25,000 for spaces allocated above the formula level
- Procedures to return excess funds or the assessment of additional funds needed from member districts

District Legal Counsel reviewed the Articles of Agreement and found, “The revisions are generally acceptable, unless there are significant issues or concerns regarding the financial structure or overall management of NTDSE at the present time. Otherwise, the Board should feel comfortable proceeding with the resolution to adopt the proposed revision to the NTDSE Articles of Agreement.”

Fiscal Impact:

The NTDSE Articles of Agreement call for no direct fiscal implications; however, the District pays tuition for those students educated through Niles Township District for Special Education programming and fixed costs to run the district.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the Resolution Ratifying Changes to Niles Township District for Special Education (NTDSE) Articles of Agreement as presented.

RESOLUTION RATIFYING CHANGES TO NTDSE ARTICLES OF AGREEMENT

WHEREAS, the Niles Township District for Special Education ("NTDSE") has been involved in a review of the Articles of Agreement over the past six months which has resulted in recommended changes to the Articles of Joint Agreement of the Niles Township District for Special Education; and

WHEREAS, the recommendations from the review of the Articles of Agreement include suggested changes to Articles II, V, VI, VII, VIII, XI of the Articles of Joint Agreement of the Niles Township District for Special Education; and

WHEREAS, proposed amendments to the Articles of Joint Agreement of the Niles Township District for Special Education have been considered at two meetings and approved by the Governing Board;

WHEREAS, for the amendments to the Articles of Joint Agreement to be effective, they must be ratified by $\frac{3}{4}$ of the Boards of Education of the member districts;

WHEREAS, the amended Articles of Agreement have been presented to and reviewed by this Board of Education;

NOW, THEREFORE, Be It Resolved by the Board of Education of _____, Cook County, Illinois, as follows:

Section 1. The Board of Education hereby approves and ratifies the amended Articles of Joint Agreement attached hereto as Exhibit A and incorporated herein.

Section 2. The Superintendent is directed to provide a copy of this resolution ratifying the amended Articles of Joint Agreement to the Executive Director of the Niles Township District for Special Education as evidence of ratification and the date of same.

ADOPTED this _____ day of _____, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

President

ATTEST:

Secretary

ARTICLES OF JOINT AGREEMENT FOR THE NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION

ARTICLE I – STRUCTURE

Section 1 - Name

The name of this organization shall be the NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION (hereinafter called “NTDSE”).

Section 2 - Legal Entity

NTDSE shall operate as a legal entity pursuant to Section 10-22.31 of the *School Code* (105 ILCS 5/10-22.31) or any successor statute.

Section 3 - Purpose

The purpose of NTDSE is to promote, operate, organize, coordinate, and supervise a comprehensive program of special education and other needed educational programs and or services as authorized by the *School Code* and its Member School Districts as identified on Exhibit A attached hereto and incorporated into these Articles of Joint Agreement (hereinafter called “Member Districts”). For those students which are enrolled at NTDSE, NTDSE will provide, on behalf of the Member District, such students with a free appropriate public education.

ARTICLE II - MEMBERSHIP

Section 1 – Member Districts

The Member Districts of NTDSE are identified on the attached Exhibit A. Amendment of Exhibit A to reflect any approved changes to NTDSE membership shall not be considered an amendment of these Articles of Joint Agreement within the meaning of Article IX. Exhibit A may be amended by the Superintendent (as defined in Article IV) to conform to the actual membership of NTDSE as approved by the Governing Board.

Section 2- Admittance of Member Districts

A non-member public school district may petition NTDSE for membership. Such petition shall be submitted to the Governing Board (as defined in Article III) of NTDSE in such form and substance as required by the Governing Board. Approval of the petition for admission shall be by affirmative vote of three-fourths (3/4) of the total membership of the Governing Board. The Governing Board may grant the petition for membership of a school district on such terms and conditions as it deems appropriate, but in all cases the school district petitioning for membership shall, at a minimum, provide a resolution adopted by the Board of Education stating the school district’s agreement to abide by these Articles of Joint Agreement and NTDSE policies and procedures.

Section 3 - Admittance Fee

Unless the Governing Board provides otherwise, the new Member District shall pay an admittance fee on a per pupil basis as designated by the Governing Board based upon the most current six (6) day enrollment figures for the entire student population of the applicant school district. For the initial year of membership, new Member Districts shall be assessed their *pro rata* share of the current fiscal year's (1) Capital Improvement Fee under Article VII, (2) Physical Plant Hard Cost Fee under Article VII, (3) Instructional and Physical Plant Fee under Article VII, (4) Purchased Service fees under Article VII including Infinitec services fees and (5) Membership Fee under Article VII. Such proration shall begin with the date of membership.

Section 4 – Responsibilities of Member Districts

Member Districts shall have the following rights and responsibilities as members of NTDSE.

- A. Member Districts shall promptly and fully pay all fees and bills for services submitted to them by NTDSE.
- B. Each Member District shall appoint or provide one (1) Governing Board member as that procedure is set forth in Article III, Section 1.
- C. Member Districts shall have the right to receive appropriate services, programs and administrative support from NTDSE consistent with these Articles of Joint Agreement and Governing Board policy.
- D. Member Districts shall be responsible to provide a free, appropriate public education to all students with disabilities residing within their respective school districts, whether the special education services are provided by the Member District or NTDSE.
- E. Each Member District shall assist the Governing Board in accomplishing the purposes set forth in these Joint Articles of Agreement. Further, Member Districts shall work collaboratively to provide for the needs of all special education students within the Member Districts.
- F. Member Districts shall operate and maintain comprehensive special education programs, including services provided to students in general education classrooms, resource rooms, or special education instructional classrooms when the incidence of a student needs within a Member District supports the establishment of such service delivery options.
- G. Member Districts shall perform and provide such other services as determined by the Governing Board.

ARTICLE III – GOVERNANCE - GOVERNING BOARD

Section 1 - Members

The Governing Board shall consist of one (1) Board of Education member from each Member District selected by the Member District's Board of Education. The suggested term for the Board of Education member to serve as a Governing Board member is two calendar years.

Section 2 -Alternates

In case of an absence of a selected Governing Board member, an alternate from the Member District's Board of Education, selected in accordance with such Board of Education's procedures, shall act as its Governing Board member during such absence.

Section 3 - Officers

A. The Governing Board shall have a President and Vice President which the members of the Governing Board shall elect at its May meeting. The terms of the office of President and Vice President shall be two-years (2) from the date of the election. In the event the office of the President becomes vacant during the year of office, or the President is not able to preside at a meeting, the Vice President shall assume this office during the vacancy.

B. The Governing Board shall elect a Secretary for a term of two-years (2) at the May meeting. The Secretary may be a member of the Governing Board or a member of the NTDSE administrative staff. The Secretary shall be responsible for the completion of the minutes of all Governing Board meetings and the distribution of the proposed minutes to the membership of the Governing Board prior to the next meeting. In the absence of the Secretary, the Governing Board members present shall elect a *Pro Tem* Secretary.

Section 4 - Governing Board Responsibilities and Duties

The responsibility for the management and governance of NTDSE shall be vested in the Governing Board. The Governing Board has the following duties:

A. To receive, propose and review amendments to these Articles of Joint Agreement;

B. To adopt an annual budget after a public hearing and after input from the Superintendents' Committee (as defined in Article V);

C. To determine the nature and extent of services that NTDSE shall provide to its Member Districts;

D. To determine the need for site acquisition, construction, and capital improvement, and to take appropriate and necessary action to acquire necessary sites, to build new construction and/or improve existing NTDSE school buildings, and/or make appropriate and necessary capital improvements to NTDSE school buildings after input from the Superintendents' Committee;

E. To expend funds as provided in the adopted budget for the fiscal year;

F. To incur debt as provided for under the *School Code*;

G. To approve all payments to be made and to direct all appropriate action for payment of NTDSE indebtedness;

- H. To employ the Superintendent (as defined in Article IV) and approve the employment of other personnel; to set salaries and terms of employment of same;
- I. To approve the resignation and dismissal of any employee;
- J. To evaluate the performance of the Superintendent;
- K. To lease or purchase real estate for use by NTDSE, including, but not limited to, buildings, rooms, grounds, and appurtenances;
- L. To adopt an annual calendar of meetings which shall be held monthly and to hold such meetings in accordance with the laws of the State of Illinois;
- M. To establish Governing Board Committees as deemed necessary;
- N. To establish basic policies consistent with this Joint Articles of Agreement and the Illinois *School Code*;
- O. To approve contracts with service providers, labor unions, professional organizations, and or amendments thereto; and
- P. To execute or authorize to be done such other matters as may be necessary or appropriate for the operation of NTDSE as permitted by law.

Section 5 - Meetings

- A. The Governing Board shall hold an organizational meeting each May. At the organizational meeting, the Governing Board shall establish the dates, times and places for regular meetings. Said dates, times and places shall be served on all members and alternate members of the Governing Board, either in person, electronically or by mail, not less than seventy-two (72) hours prior to such meetings.
- B. All meetings shall be conducted in compliance with the Illinois *Open Meetings Act*.
- C. A quorum shall consist of a majority of the Governing Board membership.
- D. Each member of the Governing Board, or the NTDSE Board member alternate serving in his or her stead, shall have one (1) vote. An affirmative vote of a majority of the members of the Governing Board present at a duly called meeting at which a quorum has been established shall be required for passage of a proposition unless otherwise specifically stated herein. Adoption of motions relating to site acquisition, building construction, and capital improvements in excess of \$25,000 or such other amount determined by the Governing Board, shall require a vote of three-fourths (3/4) of the total Governing Board membership.
- E. Governing Board members may participate in Governing Board meetings by electronic or telephonic means so long as such attendance complies with the Illinois *Open Meetings Act*, other provisions of these Articles of Joint Agreement and NTDSE policy.

ARTICLE IV – THE SUPERINTENDENT

Section 1 - Employment

The Governing Board shall employ a Superintendent who shall be the Chief Executive Officer of NTDSE (who shall be a State Approved Director of Special Education), and shall hold the certifications and endorsements as required by the State of Illinois, or any other appropriate controlling authority.

Section 2 - Duties

The Superintendent shall be responsible for the daily administration and management of NTDSE in accordance with these Articles of Joint Agreement, Governing Board policies and procedures, and applicable law. The Superintendent shall report to the Governing Board. The Superintendent shall recommend to the Governing Board the hiring or dismissal of such administrative, supervisory and educational support personnel as the Superintendent deems appropriate. The Superintendent shall also establish appropriate job duties and functions for said personnel and shall directly supervise or establish a designee that will supervise the aforementioned personnel. The Superintendent shall represent NTDSE at the Niles Township Superintendents' Association (NTSA). Finally, the Superintendent shall perform such other duties as are assigned by the Governing Board.

ARTICLE V – STANDING COMMITTEES

Section 1 - Superintendents' Committee

The Superintendents' Committee shall consist of the superintendents of each Member District, as well as the Superintendent of NTDSE. In addition to the matters set forth in these Joint Articles of Agreement requiring input from the Superintendents' Committee, the NTDSE Superintendent shall also seek the input and advice from the Superintendents' Committee on matters pertaining to collective bargaining, acquisition of property and classroom space, and setting of administrators' salaries. The Superintendents' Committee shall also be consulted by the Governing Board in the selection of any successor Superintendent.

Section 2 – Fund Balance Committee

The Fund Balance Committee shall be comprised of a majority of Member District representatives (superintendents and/or business managers) and the NTDSE Superintendent and Business Manager. The Fund Balance Committee shall be responsible for analyzing whether the NTDSE General Fund balance is appropriate as set forth in Article VII, Section 3.

Section 3 – Other Committees

The Governing Board may establish and/or disband other committees as needed to effectively and efficiently govern and administrate NTDSE, including but not limited to the Finance Committee and the Satellite Committee. Such committees may be formed or disbanded by a vote of the Governing Board.

Section 4 – Roles of Committees

In addition to the committee responsibilities as identified in these Joint Articles of Agreement, the

role and responsibility of each committee is to research, investigate, and make recommendations to the Governing Board, but the ultimate authority to make decisions will continue to reside in the Governing Board.

Section 5 –Committee Governance and Meetings

Each committee shall elect a chairperson and shall meet at such times and places as deemed necessary by its Chairperson, upon request of the Superintendent, or by the call of three (3) members of the committee. Meetings of the committees are subject to the Open Meetings Act. Committee minutes shall be reported to the Governing Board at its regular meetings.

ARTICLE VI - NTDSE PROGRAMS AND SERVICES

Section 1 - NTDSE Programs and Services

NTDSE programs and services are those programs and services that are operated and managed by NTDSE and that provide special education instructional services to meet the needs of students with disabilities when the student's IEP team determines that placement in such programs or the provision of such services is appropriate. Such programs and services are to be provided when the needs of a student cannot be met by the Member District's own educational programs. NTDSE programs and services include instructional, consultative, supervisory, administrative, diagnostic, transportation, related services, and other such services that are operated and managed by NTDSE pursuant to Governing Board policy.

NTDSE programs and services may be provided in the following areas as determined by the Governing Board:

- A. **Classroom Instruction:** NTDSE establishes special education classes designed to provide instructional services to meet the needs of Member District students with disabilities.
- B. **Related Services:** NTDSE provides related services (school psychology, social work, speech pathology, occupational therapy, physical therapy, orientation and mobility, transition, special education transportation, and other related services) when appropriate to meet the needs of students with disabilities as determined by the Governing Board.
- C. **Technical Assistance and Staff Development:** NTDSE provides technical assistance and staff development services to Member Districts to support the appropriate delivery of special education services to meet the needs of students with disabilities and to support Member Districts' compliance with the requirements of the *Individuals with Disabilities Education Improvement Act*, the *School Code* of Illinois, and any applicable successor legislation or implementing regulations.
- D. **Full-Time Professional Worker:** Any full-time professional worker employed by NTDSE which spends over fifty percent (50%) of his or her time in one (1) school district shall not be required to work a different teaching schedule than the other professional worker in that school district. A professional worker is defined to be a "qualified worker" as described in §5/14-1.10 of the *School Code*.
- E. **Transportation:** NTDSE provides transportation for students attending NTDSE programs in accordance with NTDSE policy.

Section 2 - Member Districts Serving as Operating Districts for NTDSE Programs

Member Districts shall assist and support NTDSE programs by providing classroom space for NTDSE special education instructional programs within their respective school buildings ("Hosted Classrooms"). The number of Hosted Classrooms that each Member District shall provide shall be determined by multiplying the average of the Member District's "Total Enrollment Percentage" and the Member District's "NTDSE Enrollment Percentage" by the total number of special education classrooms needed for NTDSE programs. The Total Enrollment Percentage and the NTDSE Enrollment Percentage are calculated as follows:

A. The Member District's Total Enrollment Percentage is calculated by taking the average of the 6th day enrollment for the preceding 3 school years. That number is then divided by the average of the total 6th day enrollment for the preceding 3 school years for all member districts.

B. The Member District's NTDSE Enrollment Percentage is calculated by taking the average of the 6th day NTDSE student enrollment for the preceding 3 school years. That number is then divided by the average of the total 6th day NTDSE student enrollment for the preceding 3 school years for all member districts.

*In determining enrollment, half (1/2) day Kindergarten students shall be counted as one-half (1/2) of a full-day student.

Member Districts shall make reasonable efforts to provide additional classroom space beyond the Hosted Classrooms when Member Districts have available space. The Satellite Partnership Guide will be reviewed by the Satellite Committee with final approval by the Governing Board. . Member Districts that provide a Hosted Classroom within their school district shall be known as an Operating Member District.

NTDSE shall pay Operating Member Districts \$15,000.00 per Hosted Classroom and \$25,000.00 per classroom for each additional hosted classroom above the Member District's Hosted Classroom requirement. Effective July 1, 2024, the extended school year rental fee shall be \$1,000.00 per classroom used.

Teachers and other personnel in Operating Member Districts shall be employees of NTDSE and shall be under the direction and supervision of the NTDSE Superintendent and designees. The placement of students into Operating Member Districts shall be at the discretion of the Superintendent and based upon each student's IEP.

Section 3 - NTDSE Superintendent Review of Special Education Programs

Upon request of the Member District's Superintendent, the NTDSE Superintendent shall review all NTDSE special education programs and Member District instructional classrooms to determine if any changes are warranted. If the NTDSE Superintendent determines that modifications to any special education program are necessary, she or he shall recommend to the Member District's Superintendent and the Governing Board the appropriate modifications to such program(s). Upon affirmative vote of the Governing Board, the Governing Board shall implement changes to NTDSE programs. Unless specifically provided otherwise by the Governing Board, all affected Member Districts shall receive a one-year (1) advance notice of any program modification prior to its implementation.

Section 4 – Restrictive Covenant Related to NTDSE Employees

The Member Districts recognize the highly specialized nature of the services provided to Member Districts through the NTDSE, as set forth in Article VI, Section 1, and the difficulties associated with NTDSE employing or contracting with and retaining highly qualified and appropriately trained staff to provide such services. As such, the Member Districts agree not to employ or otherwise enter into a contractual arrangement with an NTDSE employee or agent who provides any NTDSE services, paid for by the Member District through the “Purchased Services” fee, for a minimum of one (1) calendar year after the employee or agent has separated his or her employment or contractual relationship with NTDSE, unless an agreement is reached with NTDSE and written consent is provided by the NTDSE Superintendent. The Member Districts recognize that this restriction is no greater than required to protect the legitimate business interests of NTDSE, does not impose undue hardship on the Member Districts, and is not injurious to the public.

ARTICLE VII– FINANCE

Section 1 – Fiscal Year

The fiscal year of NTDSE shall be from July 1 through June 30.

Section 2 – Budget

A proposed annual budget shall be prepared by the Superintendent or his or her designee, for action by the Governing Board. Each budget approved by the Governing Board shall delineate the costs that are to be allocated among the Member Districts. Such costs shall be determined in accordance with this Section 2 and Governing Board policy.

A. Physical Plant Hard Cost Fees

Physical Plant Hard Cost Fees are costs that are associated with the actual operation and maintenance of buildings of NTDSE. Such costs are identified annually by the Governing Board in the budget. Examples of items that may be included in part or full are, vehicle maintenance, rental, utilities, custodial maintenance, supplies and services and property services. Physical Plant Hard Cost Fees shall be divided equally among all of the Member Districts.

B. Instructional and Physical Plant Fees

Instructional and Physical Plant Fees are all costs associated with attendance and education of a student at an NTDSE program including expenses associated with the operation and maintenance of the NTDSE buildings as designated by Governing Board policy and consistent with law. Such costs include, but are not limited to, teacher salaries, text books, learning aides and other instructional related items and may include but are not limited to some or all physical plant costs as identified annually by the Governing Board in the budget: Examples of items that may be included in part or full are, rental, utilities, custodial maintenance, supplies and services and property services. Instructional fees shall be assessed against Member Districts based upon a tuition amount for each full-time equivalent student attending an NTDSE program with such tuition amount stated in the NTDSE annual budget as approved by the Governing

Board.

C. Capital Improvement Fees

Capital Improvement Fees, including site acquisition or construction, shall be payable to NTDSE by the Member Districts as follows:

Each Member District shall contribute its *pro rata* share of the cost of the capital improvement based upon its six (6) day enrollment for the entire student population, counting half-day (1/2) kindergarten pupils as one-half (1/2) of a full-time student.

Capital Improvement contributions shall be made by Member Districts as required by the Governing Board. When appropriate the Governing Board will allocate Medicaid funds toward capital improvement before additional fees are incurred by districts.

D. Purchased Services Fees

“Purchased Services” Fee shall be established by the Governing Board and assessed to Member Districts for services established annually by the Governing Board. The fees for such services shall be determined according to a formula established annually by the Governing Board. The menu of services will be provided to each district by January of each year. Each Member District shall be required to pay a fee for Infinetec which shall be calculated and assessed against the Member District on a *pro rata* basis of the six (6) day enrollment for the entire student population of the Member District, counting half-day (1/2) kindergarten pupils as one-half (1/2) of a full-time student.

E. Membership Fees

A Membership Fee is a fee charged to each Member District for its membership in NTDSE and may include but is not limited to some or all of the following costs of employing the Superintendent, other administrative and support personnel, as well as the Technology Manager and the Assistive Technology Coordinator. In addition, the cost of the IEP system maintenance, and the cost associated with Board Services will be included in Membership Fees. Membership Fee shall be calculated and assessed against the Member District on a *pro rata* basis of the six (6) day enrollment for the entire student population of a Member District, counting half-day kindergarten pupils as one-half (1/2) of a full-time student.

F. Other Expenses

Any other expenses or costs of NTDSE that are not specifically set forth in this Joint Agreement may be assessed against any Member District as authorized by the Governing Board.

Section 3 -- Annual General Fund Balance Evaluation

After receiving the final Annual Financial Report from its auditors, and no later than May 30 of each year, NTDSE shall convene a meeting of the Fund Balance Committee to determine if the General Fund balance is appropriate to meet the needs of NTDSE and/or if any funds should be returned to the Member Districts and, if so, the amount of such funds to be returned to the Member Districts. The NTDSE Fund Balance Committee shall make a recommendation to the Governing Board regarding the suggested amount of funds (if any) to be returned (in the

following fiscal year) to the Member Districts for its consideration and approval.

If the Fund Balance Committee determines funds should be returned to Member Districts, and the NTDSE Governing Board approves the return of funds at its June meeting, the funds shall be returned based on the percentage of each Member District's total full-time enrollment in NTDSE for the last three (3) years based on March 1 enrollment (Member District's full-time enrollment in NTDSE for the last three (3) years as of March 1 of each year divided by NTDSE's total full-time enrollment for the last three (3) years as of March 1 of each year, multiplied by the total amount of excess funds to be returned). Funds are to be returned before June 30 of the same fiscal year. If a Member District is in arrears and has failed to pay NTDSE any amounts required under these Joint Articles of Agreement or otherwise owes NTDSE any amounts for claims or other amounts due, NTDSE shall withhold any payment of excess funds and shall apply those amounts to that Member District's deficient balance.

If the Fund Balance Committee determines that the General Fund is insufficient to meet the obligations and expenses of NTDSE, the Fund Balance Committee shall make a recommendation to the Governing Board about whether any additional fees or assessments are needed from the Member Districts. If the Governing Board approves any additional fees or assessments, such fees and/or assessments shall be based on and calculated in accordance with Section 2, to the extent possible. If the additional obligations and expenses are miscellaneous "Other Expenses" under Section 2.F, each Member District's obligation to pay such "Other Expenses" shall be based on the percentage of each Member District's total full-time enrollment in NTDSE for the last three (3) years based on March 1 enrollment (Member District's full-time enrollment in NTDSE for the last three (3) years as of March 1 of each year divided by NTDSE's total full-time enrollment for the last three (3) years as of March 1 of each year, multiplied by the total "Other Expenses" to be paid). Each Member shall pay the "Other Expenses" in accordance with Section 6.

Section 4– Grants or Gifts

Grants or gifts may be accepted by NTDSE upon approval of the Governing Board. Upon the request of the Governing Board the Administration shall prepare a financial statement of all income and disbursements from gifts. The Governing Board shall have the discretion to use such gifts and grants subject to any limitations imposed by the grants and the donor of such gifts made at the time of the donation/grant.

Section 5 – Special Classes and Related Services

NTDSE may, at the Superintendent's discretion, process cost sheets and such other documents on behalf of Member Districts that are operating their own special education classes or services. Such cost sheets and documents shall be prepared in accordance with NTDSE policies or practices. Additionally, Member Districts that have NTDSE prepare such documents shall have deemed to have released NTDSE from any and all causes of action related to the preparation of such documents.

Section 6– Payments

NTDSE may bill Member Districts or Non-Member Districts at intervals deemed necessary by the Governing Board; however, NTDSE shall bill Member Districts at least two (2) times per year. All payments required to be paid to NTDSE shall be paid promptly. Payments that are more than thirty (30) days past due date shall bear interest at the rate of 1½ % per month from the due date

of such payment to the date payment is received. If a Member District fails to pay any amounts due under this Articles of Agreement, the NTDSE may notify the Member District's board of its failure to make the required payments. If the Member District still refuses to pay the Superintendent may, after consulting with the Board, provide an additional written notice to the Member District that if payment is not received by a specific day, no less than ten (10) days from the date of notice, NTDSE may take any of the following actions (A) not place any additional students from the Member District with NTDSE, (B) withdraw all of the Member District's students from NTDSE programs at the conclusion of the current school year, and (C) terminate the membership of the Member District in accordance with Article VIII, Section 2.

ARTICLE VIII - TERMINATION OF MEMBERSHIP

Section 1 - Voluntary Withdrawal by Member District

A. **Notice of Withdrawal.** Any Member District may seek to withdraw from NTDSE by following the process provided for in Section 10-22.31 of the Illinois *School Code* (105 ILCS 5/10-22.31) or any successor legislation. Additionally, such withdrawing Member District must provide written notice to the Governing Board of its intent to withdraw at least two (2) full fiscal years prior to the effective date of a withdrawal and within 30 days of approval of the withdrawal petition by the Member District Board of Education. All voluntary withdrawals shall become effective on July 1 unless otherwise approved by the Governing Board.

1. Procedures for Withdrawal:

a. Concurring Resolutions of Member Districts.

A Member District seeking to withdraw from NTDSE may present a written petition seeking to withdraw to the Governing Board, the Superintendent of NTDSE and to the Superintendents of all Member Districts of the NTDSE. Such notice shall be sent certified mail return receipt requested. The written petition to withdraw must be approved by resolution of the Board of Education of the Member District seeking to withdraw and must state the proposed date for withdrawal from NTDSE. The Boards of Education of the remaining Member Districts must approve the withdrawal petition within six months of the date the written petition for withdrawal is presented to the Governing Board. If the Boards of Education of the remaining Member Districts approve the withdrawal petition by written resolution within such six-month period, the petitioning Member District shall be withdrawn from NTDSE effective July 1 which is two years after the withdrawal petition was presented to the Governing Board (or another July 1 as stated in the withdrawal petition) and shall notify the State Board of Education of the approved withdrawal in writing. If the Boards of Education of the remaining Member Districts do not approve the withdrawal petition by written resolution within such six-month period, the petition to withdraw fails.

b. Hearing Before Regional Board of School Trustees.

A petition for withdrawal may also be made to the Regional Board of School Trustees exercising oversight or governance over the Member Districts. The Member District seeking to withdraw must simultaneously present a copy of the written petition seeking to withdraw to the Governing Board, the Superintendent of NTDSE and to the Superintendents of all Member

Districts of the NTDSE. Such notice shall be sent certified mail return receipt requested. The Regional Board of School Trustees shall then hold a hearing on the petition for withdrawal in accordance with the *School Code*.

2. Continuing Services.

Member Districts which voluntarily withdraw from NTDSE may request continued participation in selected NTDSE programs or services after withdrawal. Such participation is subject to approval by the Governing Board. Additionally, the Superintendents' Committee shall be permitted to provide the Governing Board with comments as to the provision of services to former Member Districts.

Should the Governing Board allow a former Member District to participate in NTDSE services, the Governing Board shall enter into a written agreement with the former Member District setting forth the mutually agreed upon terms and conditions of participation.

Section 2 - Removal of Member District

Membership in NTDSE is conditional upon the Member Districts' continued compliance with the terms of these Joint Articles of Agreement and NTDSE policies. If the Governing Board finds that a Member District has failed to comply with these Articles of Joint Agreement, the Governing Board may put said Member District on written notice for such failure. If, after one (1) year from the date of the written notice to the Member District, the Member District has not remediated the failure, as determined by the Governing Board, the Governing Board may remove such Member District pursuant to the following procedure:

A. Notice. Upon approval of a majority of the Governing Board, the Superintendent shall send a written notice to the Board of Education of the Member District in question, specifying in detail the items which the Governing Board deems sufficient cause to justify removal of the Member District from NTDSE.

B. Hearing. Should the Member District fail to take the remedial action required in the aforementioned notice to the satisfaction of the Governing Board, the Governing Board shall, upon reasonable written notice, call a special meeting, at which time the matter shall be brought before the Governing Board for hearing and action. At least thirty (30) days prior written notice of the time and place of such hearing shall be given to the Member District in question by certified mail addressed to the superintendent of said Member District. The Member District in question shall be permitted to appear and to submit reasons why it should not be removed from membership.

C. Action. A three-fourths (3/4) vote of all the Governing Board members, excluding the representative from the Member District subject to the removal proceeding, shall be required to terminate the membership of a Member District in NTDSE. Removal from membership shall not relieve the Member District of the obligations incurred during its membership in NTDSE and such termination shall become effective no later than July 1 following the date of action by the Governing Board.

Section 3 -Accounting Upon Withdrawal or Removal

In the event that any Member District withdraws or is removed from NTDSE, such Member District shall forfeit any claim or right it may have for any of NTDSE's assets. Such withdrawn or removed Member District, however, shall continue to be liable for costs, expenses and liabilities it incurred while it was a Member District and shall continue to pay such costs, expenses and liabilities until they are paid in full. Liabilities of NTDSE shall include, but not necessarily be limited to, fees, costs, expenses, notes, bonds, debt certificates, contractual obligations and other debts and/or claims accrued on or before the effective date of withdrawal.

However, if any Member District withdraws or is removed from NTDSE and (1) NTDSE dissolves within two years of such withdrawal or removal and (2) at dissolution NTDSE's liabilities exceed its assets, such Member District shall be treated as being a Member District at the date of dissolution for purposes of the allocation of any liabilities.

ARTICLE IX – AMENDMENTS

Any Member District may submit to the Governing Board in writing a proposed amendment to these Articles of Joint Agreement. The Governing Board shall consider the proposed amendment at two (2) meetings and a final consideration for approval shall occur after two (2) readings by the Governing Board. If approved by the Governing Board, the Governing Board shall submit the proposed amendment in sufficient copies to each Member District Board of Education for ratification by certified mail. To become effective, an amendment must be approved by at least three-fourths (3/4) of the Member District Boards of Education within ninety (90) days of the date on which the proposed amendment was mailed to each Member District.

The effective date of said amendment, unless otherwise stated therein, shall be the date of ratification of the last Member District Board of Education acting to approve the amendment.

ARTICLE X - SERVICES TO STUDENTS OUTSIDE OF NILES TOWNSHIP

NTDSE may accept children residing outside of NTDSE's Member Districts into its programs. The NTDSE Superintendent shall have the authority to enroll such student(s), to arrange for the placement of such student(s) and to negotiate any necessary agreements and financial arrangements between the resident school district of the student and NTDSE subject to review and approval of the Governing Board.

ARTICLE XI – DISSOLUTION

Section 1 - Dissolution

Dissolution of NTDSE may be authorized by the affirmative vote of three-fourths (3/4) of the entire membership of the Governing Board, in the following manner:

A. Any member of the Governing Board may submit a proposed resolution with the President of the Governing Board proposing that NTDSE be dissolved voluntarily. Such proposed resolution shall be submitted at least two (2) years prior to the requested effective date of the dissolution.

B. The NTDSE Superintendent shall provide written notice to each member of the

Governing Board stating that the purpose, or one of the purposes, of the meeting is to consider the voluntary dissolution of NTDSE. Such written notice shall be given within the time and in the manner provided in these Articles of Joint Agreement for giving notice of meetings of the Governing Board.

C. Upon a motion in an open meeting of the Governing Board, which may be either a regular or a special meeting, the proposed resolution for dissolution shall be submitted to a vote of the Governing Board.

Section 2 - Effect of Dissolution

Upon dissolution NTDSE shall not thereafter carry on any business except that necessary to conclude and liquidate its business and affairs, including, but not limited to:

- A. Collecting receivables;
 - B. Liquidating and or disposing of its assets as provided in Section 3 hereof;
 - C. Discharging or making provision for discharging of its liabilities and obligations;
 - D. Causing the honorable dismissal or otherwise terminating the employees of NTDSE;
- and
- D. Taking such other actions as may be necessary to wind up the affairs of NTDSE.

Section 3 – Distribution of Assets

Once NTDSE has accounted for all of its assets and liabilities, any remaining assets after such accounting shall be distributed to each Member District, at the time of dissolution, on an equal basis. However, any Member District that is admitted to NTDSE after 2005 shall accrue rights to a distribution of assets hereunder on a one-third (1/3) basis after each continuous ten (10) year period of time in which such Member District is in NTDSE.

Section 4 - Successor Districts and Consolidated Districts

In the event any Member District merges or consolidates with another Member District the new entity which comprises the former Member Districts, and is a Member District at the time of dissolution, shall be entitled to the same distribution of assets of the previously existing Member District(s) as if the merger or consolidation had not occurred unless specifically provided otherwise by law.

ARTICLE XII - SAVINGS CLAUSE

In the event that any section or part of these Articles of Joint Agreement violates any applicable statute or regulation, such section or part of the Articles of Joint Agreement shall be null and void and shall not be binding. To the extent that the purpose of and the ability to operate NTDSE remains unaltered, such partial invalidation of any part of this Joint Agreement shall not in any way affect the validity of the remainder of these Articles of Joint Agreement.

**EXHIBIT A MEMBER
DISTRICTS**

Golf School District No. 67

Skokie School District No. 68

Skokie School District No. 69

Morton Grove School District No. 70

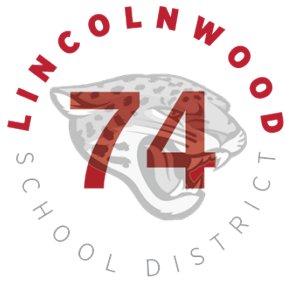
Niles Elementary School District No. 71

Fairview School District No. 72

East Prairie School District No. 73

Skokie School District No. 73.5

Lincolnwood School District No. 74



Executive Summary Finance Committee Meeting

DATE: April 20, 2023

TOPIC: E-Rate Category I – AT&T Business Class Internet Access

PREPARED BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The District's current contract for 1000 Mbps of Internet service is well intact and is set to expire in July 2024. The District is in a somewhat vulnerable spot as we currently only have internet accessibility using a single connection. Through the E-Rate program, the District has requested proposals from vendors for additional Internet services to be installed at a different location on campus, thus providing the district with access to resources in the case of primary internet failure.

Only a single vendor submitted a proposal for this project and after it was reviewed and discussed, AT&T earned the highest score. The Administration has attached the E-Rate service provider's evaluation worksheet as well as AT&T's Agreement.

By selecting an additional service with AT&T, this would help fortify the internet backbone and infrastructure for redundancy. Though the district will have to utilize internal funds to purchase additional networking equipment, having a redundant connection available will help keep the critical district systems up and running and keep the disruption for staff and students down to a minimum. The new Agreement with AT&T is eligible for a 40% savings due to E-Rate.

District Legal Counsel has reviewed the contract and found it acceptable as they remain largely unchanged from the prior version that was approved in 2020.

Vendor	Total
AT&T	\$1,440.00

Fiscal Impact:

\$120.00 per month. The total yearly cost is \$1,440.00. The District should anticipate an E-Rate reimbursement of \$576.00.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to accept this Agreement from AT&T for additional internet services to be used for redundancy in the amount of \$120.00 per month from July 2023 to July 2024.

LINCOLNWOOD SCHOOL DISTRICT 74 - E-RATE YR26
E-Rate Service Provider Evaluation Worksheet

Procurement Description

Funding Year: 2023

Scope of Services: 1- 500 Mbps to 1 Gbps circuit of business class internet service (Asymmetrical bandwidth) delivered to the Administration Building, located 6950 N. East Prairie Road, Lincolnwood, IL 60712. This is a coax service that requires a Asymmetrical bandwidth configuration. Include any special construction one-time costs, as applicable. Price out a 24, 36 and 60 month option.

Form 470 Number: 230003956

Request for Proposal: N/A

Factor	Description	Maximum Points
A. Cost	Price of E-rate eligible services	30
B. Complete	Completeness / Quality of Proposal	25
C. Prior Exp	Familiarity with School	15
D. Service	Service Quality	20
E. TechExp	Solution Meets the Needs of the District	10
		100

Scoring of Factors

Worst	1	2	3	4	5	Best
Fails criterion						Exceeds criterion

Tallying Points for Each Factor Score: 5

Calculating Overall Points: Sum Points for Each Factor

Name	Factor A: Cost	Factor B: Complete	Factor C: Prior Exp	Factor D: Service	Factor E: TechExp	Total Points
ATT	5.0 30.0	5.0 25.0	5.0 15.0	5.0 20.0	5.0 10.0	100.0
	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0
	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0
	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0
	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0
	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0
	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0

Jordan Stephen
Evaluated by (printed)

[Signature]
Evaluated by (Signature)

2/10/23
Evaluation Date

LINCOLNWOOD SCHOOL DISTRICT 74 - E-RATE YR26
E-Rate Service Provider Evaluation Worksheet

Procurement Description

Funding Year **2023**

Scope of Services **1- 500 Mbps to 1 Gbps circuit of business class internet service (Asymmetrical bandwidth) delivered to the Administration Building, located 6950 N. East Prairie Road, Lincolnwood, IL 60712. This is a coax service that requires a Asymmetrical bandwidth configuration. Include any special construction one-time costs, as applicable. Price out a 24, 36 and 60 month option.**

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E. TechExp	Solution Meets the Needs of the District	10

100

Scoring of Factors

Worst	1	2	3	4	5	Best
Falls criterion						Exceeds criterion

Tallying Points for Each Factor

Score
5
Calculating Overall Factor Score
Sum Points for Each Factor

Name	Factor A Cost	Factor B Complete	Factor C Prior Exp	Factor D Service	Factor E TechExp	Total Point
ATT	5.0 30.0	5.0 25.0	5.0 15.0	5.0 20.0	5.0 10.0	100.0
	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0
	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0
	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0
	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0
	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0
	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0 0.0	0.0

George Kh
Evaluated by (printed)

[Signature]
Evaluated by (Signature)

2-10-2023
Evaluation Date

Agreement between Lincolnwood School District 74
and
AT&T

March 15, 2023

AT&T
1876 Data Dr.
Hoover, AL 35244

Re: Erate Contract Award Notification

Dear Ms. Sulprizio,


This letter will confirm our decision to enter into a 12-month contract for 1 Gbps Business Internet Service with an MRC of \$120.00 during the next E-rate funding year (07/01/2023 to 06/30/2024) as specified in the attached contract.

The execution of the attached contract will be dependent upon the following conditions:

1. Board approval of contract on May 4, 2023
2. Terms and conditions are acceptable
3. Terms of Contract: 7/1/2023 – 6/30/2024

To accept these terms and conditions, please sign below and return via email to at

We look forward to working with AT&T.



Jordan Stephen
Director of Technology
Lincolnwood School District 74

3/15/2023

Date

Vendor Agreement:

Dana Sulprizio

AT&T

3/20/23

Date

**Exhibits –
Contract Draft
Pending Board Approval**



Sales Contact Information
SULPRIZIO; DANA
205-517-4474
ds9454@att.com

eSign Fax Cover Sheet Contract Id: 2845775

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

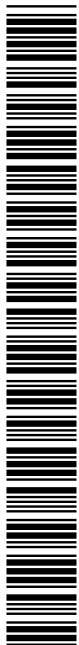
Total Pages: 4
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 2845775
 - II. All Pages stamped with Contract Id: 2845775
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 2768826
Contract Id: 2845775



**AT&T INTERNET FOR BUSINESS FOR E-RATE
SERVICE AGREEMENT**

Customer	AT&T
LINCOLNWOOD SCHOOL DISTRICT 74 Street Address: 6950 N EAST PRAIRIE RD City: LINCOLNWOOD State/Province: IL Zip Code: 60712 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Jordan Stephen Title: Director of Technology Street Address: 6950 EAST PRAIRIE RD City: LINCOLNWOOD State/Province: IL Zip Code: 60712 Country: USA Telephone: 847-675-8234 Email: jstephen@sd74.org	Name: Dana Sulprizio Street Address: 1876 DATA DRIVE City: HOOVER State/Province: AL Zip Code: 35244 Country: USA Telephone: 205-517-4474 Email: ds9454@att.com Sales/Branch Manager: Michael Hourihan SCVP Name: Ryan Addison Sales Strata: GEM Sales Region: EAST With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase Service according to the prices, terms and conditions set forth in this Service Agreement (the "Agreement"), as well as the AT&T Business Service Agreement ("BSA") <http://www.corp.att.com/agreement/>, and the AT&T High Speed Internet Terms of Service, <http://www.att.com/shop/internet/att-internet-terms-of-service.jsp>, which are incorporated herein by this reference. The order of priority of the documents is: this Service Agreement, the BSA, and then the Terms of Service. Service is provided by the AT&T Affiliate(s) identified below as the Service Provider(s). The Effective Date of this Agreement is the date on which the last party signs the Agreement unless a later date specified in the E-Rate Rider or required by regulation or law.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer agrees it will if necessary account for the value of any gift cards and/or rebates provided under this Agreement per compliance obligations under the E-rate Program to assure USAC does not pay discounts on the value of any gift cards and /or rebates. Determining any impact of gift cards and/or rebates on potential E-rate funding rests with Customer and the SLD-USAC. Further guidance on these obligations can be found at: <https://www.usac.org/sl/applicants/step01/free-services-advisory.aspx>.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T INTERNET FOR BUSINESS FOR E-RATE
SERVICE AGREEMENT**

1. SERVICE AND SERVICE PUBLICATION

Service	Service Publication Location	Terms of Service Applicable to the Services
AT&T Internet for Business	See Service Description in Section 4, below.	att.com/internet-terms

2. SERVICE AGREEMENT TERM AND EFFECTIVE DATES

Service Agreement Term	12 Months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Effective Date of Rates and Discounts	Effective Date of this Service Agreement

3. MINIMUM PAYMENT PERIOD

Service Components	Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
AT&T Internet for Business	\$20 per month remaining in term per AT&T Internet line installed may be applied	Until end of Service Agreement Term

4. SERVICE DESCRIPTION

AT&T Internet for Business is a digital data service that is provided either over a fiber optic medium or twisted pair copper medium. When provided over a fiber medium it uses either Gigabit Optical Passive Networking (GPON) technology or Switched Ethernet technology to deliver the service over the last mile from the AT&T central office ("CO"). When provided over a twisted pair copper medium, it uses one of two advanced versions of digital subscriber line loops ("DSL") technology that lets Customer send and receive data over existing telephone copper lines. The two technologies that support AT&T Internet are Internet Protocol DSL ("IP-DSL") and Very High Speed DSL ("VDSL") technology. For both technologies, a DSL signal travels on a copper line which can be either the same line that Customer's phone uses or a separate line without any voice service. AT&T Internet technology uses higher signal frequencies than those used by voice or fax. On shared lines, a DSL filter splits data traffic from voice traffic and routes them separately. Analog traffic (voice, and fax signals) is routed to the telephone or fax machine while the digital data traffic is routed to the AT&T Internet modem or router/gateway device. AT&T connects to a high-speed IP (Internet Protocol) backbone network using specialized DSL Access Multiplexers ("DSLAMs") located at the local CO, local remote terminal ("RT") or Video Ready Access Device ("VRAD"). Standard AT&T Internet is provided on a line that is shared with voice service (on IP-DSL) or co-located with a voice service (on VDSL technology). Standard AT&T Internet service is also provided with a dynamic IP address that can be changed or re-assigned when Customer logs onto the Internet. Also, service that requires a connection with static IP addresses that do not change is available at an extra charge. An AT&T-provided modem or router/gateway is required and must be either purchased or leased by Customer from AT&T.

4.1. Service Availability

AT&T Internet for Business is available only in the United States as follows:

- Service can be ordered in the following twenty-one (21) states: AL, AR, CA, FL, GA, IL, IN, KS, KY, LA, MI, MS, MT, NC, NE, OH, OK, SC, TN, TX, WI, subject to specific geographic availability.
- Customer can check specific availability of specific sites for all AT&T Internet for Business types with an AT&T sales representative or online at: <https://www.att.com/shop/unified/availability.html>.
- Actual speed achieved can vary depending on Customer location and line condition. Testing will be done at the time of installation.

4.2. Service Level Agreements (SLA)

All SLA computations, methodologies and credit requests are available to Customer at <http://www.att.com/businessdslsla>.

AT&T will be the only party to determine (in its sole discretion) whether AT&T has not met any of the SLAs. AT&T reserves the right to change or discontinue any or all of the SLAs at any time without notice to Customer. Customer must at all times cooperate with AT&T in testing, determining and verifying that a qualifying service outage has occurred.

**AT&T INTERNET FOR BUSINESS FOR E-RATE
SERVICE AGREEMENT**

5. RATES AND CHARGES

(Taxes and other charges may apply)

The pricing stated in this Service Agreement is stabilized through the end of the Term for AT&T Internet for Business orders placed on or before the Effective Date of this Service Agreement ("Initial Order"). At the end of the Term, Customer may continue Service (subject to any Minimum Payment Period that may still apply) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Term for each Service Component. While Customer is under a month-to-month service arrangement, AT&T may change the prices, terms or conditions for any Service Component(s) on 30 days' prior notice to Customer.

The pricing for any additional order of AT&T Internet for Business service after the Initial Order is subject to change without notice and will depend on the promotions and market rates available at the time of such order. Customer will be required to sign a new Service Agreement or Pricing Schedule for any future order of AT&T Internet for Business service. No discounts apply.

Downstream Speed†	Upstream Speed (IP-DSL)†	Upstream Speed (VDSL)	Upstream Speed (GPON)	Upstream Speed (Switched Ethernet)	Product Name	Monthly Recurring Charge
Up to 768Kbps	Up to 384Kbps	N/A	N/A	N/A	Internet Basic 768Kbps	\$30.00
Up to 1.5Mbps	Up to 384Kbps	Up to 1Mbps	Up to 1Mbps	N/A	Internet Basic 1.5	\$30.00
Up to 3Mbps	Up to 512Kbps	Up to 1Mbps	Up to 1Mbps	N/A	Internet Basic 3	\$30.00
Up to 5Mbps	Up to 1Mbps	Up to 1Mbps	Up to 1Mbps	N/A	Internet Basic 5	\$30.00
Up to 6Mbps	Up to 768Kbps	Up to 1Mbps	Up to 1Mbps	N/A	Internet Basic 6	\$30.00
Up to 10Mbps	Up to 1Mbps	Up to 1Mbps	Up to 1Mbps	NA	Internet 10	\$30.00
Up to 12Mbps	Up to 1Mbps	Up to 1.5Mbps	Up to 1.5Mbps	N/A	Internet 12	\$30.00
Up to 18Mbps	Up to 1Mbps	Up to 1.5Mbps	Up to 1.5Mbps	N/A	Internet 18	\$30.00
Up to 24Mbps	N/A	Up to 3Mbps	Up to 1.5Mbps	N/A	Internet 24	\$30.00
Up to 25Mbps	N/A	Up to 5Mbps	N/A	N/A	Internet 25	\$30.00
Up to 45Mbps	N/A	Up to 6Mbps	N/A	N/A	Internet 45	\$40.00
Up to 50Mbps	N/A	N/A	Up to 50Mbps	Up to 50Mbps	Internet 50s	\$50.00
Up to 75Mbps	N/A	Up to 8Mbps	N/A	N/A	Internet 75	\$40.00
Up to 75Mbps	N/A	Up to 20 Mbps	N/A	N/A	Internet 75	\$40.00
Up to 100Mbps	N/A	Up to 20Mbps	N/A	N/A	Internet 100	\$40.00
Up to 100Mbps	N/A	N/A	Up to 100Mbps	Up to 100Mbps	Internet 100s	\$50.00
Up to 300Mbps	N/A	N/A	Up to 300Mbps	Up to 300Mbps	Internet 300s	\$75.00
Up to 500Mbps	N/A	N/A	Up to 500Mbps	Up to 500Mbps	Internet 500s	\$115.00
Up to 1.0Gbps	N/A	N/A	Up to 1.0Gbps	Up to 1.0Gbps	Internet 1000s	\$120.00
Up to 2.0Gbps	N/A	N/A	Up to 2.0Gbps	N/A	Internet 2000s	\$225.00
Up to 5.0Gbps	N/A	N/A	Up to 5.0Gbps	N/A	Internet 5000s	\$395.00

† Actual speeds based on DSL synch rate, may vary, and are not guaranteed. Many factors affect speed. Service and speed not available in all areas.

**AT&T INTERNET FOR BUSINESS FOR E-RATE
SERVICE AGREEMENT**

6. EQUIPMENT**6.1 EQUIPMENT CHARGES ("CPE")***

Equipment	AT&T Internet for Business Charge
Modem/Router/Gateway	There is no monthly charge for the equipment. Equipment must be returned to AT&T within 20 days of service cancellation or Customer will be charged for the full value of the equipment.

*CPE Prices are subject to change.

7. SERVICE SUPPORT CHARGES

Description	Charge
Email addresses	Up to 11 email addresses included
Self Installation Kit	Not available on AT&T Internet for Business
Professional Installation – Static IP	Waived
Professional Installation – Dynamic IP	Waived

8. IP ADDRESSING (STATIC IP)

Additional Blocks of Static IP Addresses	Monthly Recurring Charge
(5) Static IP Addresses	\$15.00
(13) Static IP Addresses	\$25.00
(29) Static IP Addresses	\$30.00
(61) Static IP Addresses	\$35.00

End of Document

FOR AT&T ADMINISTRATIVE USE ONLY	
ROME ID	
ATTUID	

E-Rate Proposal for LINCOLNWOOD SCHOOL DISTRICT 74



To:
Jordan Stephen
Lincolnwood School District 74
6950 N East Prairie Rd
Lincolnwood, IL 60712

From:
Dana Sulprizio, AT&T SPECIALIZED SALES-ACCOUNT
MANAGEMENT
Office: +1 205-517-4474
Email: ds9454@att.com

Randy Rosas, AT&T CSE 2 HUNTER-LED
Office: +1 312-420-9372
Email: rr429y@att.com

Introduction

In response to **LINCOLNWOOD SCHOOL DISTRICT 74's** Form 470 bid #**230003956**, I'm providing information on an AT&T solution that may meet your requirements and qualify for E-Rate funding. The solution includes the following components:

- **AT&T Internet for Business**—a broadband internet access service that uses advanced, IP-based technology and a combination of fiber and copper lines to connect your location to the internet. AT&T Internet for Business offers downstream speeds of over 1 Gbps, so you can quickly download large files, handle e-commerce transactions, and use interactive video for teleconferencing or monitoring.

Features and Benefits

The solution gives you the following:

- **High Bandwidth**—lets you transfer data much faster than with traditional DSL service—up to 5Gbps downstream where available. Faster transmission speeds help increase your efficiency and productivity because you can quickly send and receive large files.

You can also enjoy clearer video interaction with video conference meetings, streaming internet video, or remote video monitoring.

- **Static IP**—lets you create a distinct presence on the web with IP addresses that don't change. For a nominal fee, your customers, clients, and suppliers can access applications and other resources at your location or in your network to enable eCommerce. So, you can define and customize your own web identity.
- **Business Class Support**—includes a 24/7 help desk. Our highly trained help desk technicians work with you over the phone to resolve issues, and we quickly dispatch a technician on-site if required to resolve the issue.

Advantages of AT&T

Working with AT&T gives you the following advantages:

- **E-Rate Experience**—AT&T has participated in the E-Rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-Rate knowledge, and education experience to your school or library, helping expand affordable access to advanced telecommunication services. For more information about AT&T and its participation in the E-Rate program, go to www.corp.att.com/erate.
- **Service and Support**—We offer you easy access to assistance, whether through online tools or by phone. You also get support and guidance from highly trained staff with years of networking experience. Our account teams, who work closely with you, are focused on the education industry and are well versed in the issues and challenges that today's educators face.
- **Performance**—You expect communication services that work, and we can deliver. We've made substantial investments each year to improve our technology infrastructure so that we can provide superior performance.



- **Complete Solutions**—AT&T offers a wide range of solutions. We can work with a variety of products and technologies and can assess your needs to recommend potential solutions.
- **Community Focus**—At AT&T, we're proud of our strong record of corporate citizenship. Annually, we contribute millions of dollars through corporate, foundation, and employee giving to support education and community programs.



We're investing in connectivity and technology, digital literacy, and digital learning solutions to help connect today's learners with success—in and out of the classroom. It's part of our \$2 billion commitment to help bridge the digital divide. Learn more at att.com/connectedlearning.



Solution Pricing

Pricing for AT&T Internet for Business is based on the following term: 12 months

Note: MRC = monthly recurring charge and NRC = non-recurring charge

Product	Service Provider Identification Number (SPIN)
Internet for Small Business [MW, SE, SW, W]	143004611

Your location at **6950 N EAST PRAIRIE RD, LINCOLNWOOD, IL 60712** qualifies for AT&T Internet service with a download speed of up to **1G (and 1G upload)**.

<u>Speed Down</u>	<u>Speed UP</u>	<u>MRC</u>	<u>NRC</u>
Up to 1.0 Gbps	Up to 1.0 Gbps	\$ 120.00	\$0.00

Static IP Addresses: 5 = add \$15; 13 = add \$25; 29 = add \$30; 61 = add \$35

Installation costs are waived for professional installation. A Wireless Gateway/Router is included.

Note: Service and speed is not guaranteed until installation due to potential interference factors on the line.

AT&T determines the taxes and surcharges that appear on your bill according to the services that you've purchased. Taxes and Surcharges vary greatly depending on your geographic location, and we follow all jurisdictional tax laws. We may also apply fees to certain services. For example, the Federal Universal Service Fee (FUSF), Administrative Expense Fee (AEF), Property Tax Allotment (PTA), and Federal Regulatory Fee (FRF) apply to all regulated, interstate, and international/U.S. billed services.

This response to your request is not a contract offer and does not take the place of a signed contract. If you select AT&T for this service, please let us know so we can provide you the appropriate contract documents. Neither party is obligated for the selected services unless and until mutually agreed contract documents are signed by both parties. The Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal and assumes use of AT&T contract documents and an E-Rate Rider as part of any final, negotiated contract between the parties, unless otherwise stated herein. Any changes or

variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Optional Services

AT&T is presenting this additional product information to alert you to other important services that can be very useful to **LINCOLNWOOD SCHOOL DISTRICT 74**'s educational goals and overall security concerns. These services are optional and are not contingent on the purchase of any E-Rate eligible services from AT&T.

PLEASE NOTE: AT&T is not making any determinations, representations, or warranties regarding the E-Rate eligibility of these additional products and services. The eligibility of these products and services for E-Rate funding is solely determined by USAC and/or the FCC based on the applicants E-Rate discount request. Among the products and services are

- **Wireless/Wireline Voice Services**
 - **Mobile data¹ plans** can help your staff stay connected. AT&T ranked best and most reliable 5G network and best network overall in Global Wireless Solutions' (GWS) 2021 OneScore survey². Check the coverage in your area at www.att.com/maps/wireless-coverage.
 - **Wireline voice services** can expand the capabilities of your AT&T Dedicated Internet (ADI) access—add Voice over IP with AT&T IP Flexible Reach service ([Video: IP Flexible Reach: A Simplified Voice and Data Service](#)).
- **FirstNet** wireless services are designed to improve public safety communications, coordination, and response times, leading to safer and more secure communities. This can be crucial during times of crisis. For more information, visit www.firstnet.com.
- **AT&T Cybersecurity** can help protect your network from constantly evolving threats. Our cybersecurity professionals have helped schools and districts with limited IT resources get the security features they need at a price that meets their budget. To learn more about our security services portfolio, visit cybersecurity.att.com or call 650.713.3333.

¹ Mobile Data plans may be eligible for E-Rate program support only in instances when the School or Library seeking support demonstrates to the USAC that they are the most cost-effective option for providing internet access based on an Applicant's request for E-Rate discounts. AT&T makes no determinations, representations, or warranties regarding such eligibility.

² GWS conducts paid drive tests for AT&T and uses the data in its OneScore analysis. AT&T 5G requires compatible plan and device. 5G not available everywhere. Go to att.com/5Gforyou for details

For further information on our solutions and pricing, contact your AT&T sales representative Randy Rosas at Email: rr429y@att.com.

Important Information

Service requires an AT&T-provided AT&T Internet gateway. At the expiration of any applicable price guarantee period, the current monthly rates are subject to change.

Acceptance of Terms of Service required. Taxes and other charges apply. Other restrictions, including credit restrictions and qualification, apply. Advertised services and speed options not available in all areas. Actual speeds are "up to" and are based on DSL synch rate, which may vary, and are not guaranteed. Many factors affect speed. Offers may be modified or discontinued at any time without notice. Other conditions apply. The information contained herein is not an offer, commitment, representation or warranty by AT&T and is subject to change.

AT&T Internet for Business includes AT&T Wi-Fi Basic. Wi-Fi access not included with AT&T WorldNet service. A Wi-Fi enabled device required. Other restrictions apply. See www.attwifi.com for details and locations.

AT&T Internet for Business is provided by your local AT&T telephone company, which is one of the following, depending on the state where service is provided: Southwestern Bell Telephone Company (in AR, KS, MO, OK, and TX), Pacific Bell Telephone Company (in CA), Illinois Bell Telephone Company (in IL), Indiana Bell Telephone Company, Incorporated (in IN), Michigan Bell Telephone Company (in MI), Nevada Bell Telephone company (in NV), The Ohio Bell Telephone Company (in OH), Wisconsin Bell, Inc. (in WI), or BellSouth Telecommunications, LLC (in AL, GA, FL, KY, LA, MS, NC, SC, and TN). All companies listed are referred to herein as "AT&T."

Proposal Validity Period—The information and pricing contained in this Proposal is valid for a period of 90 days from the date written on the proposal cover page, or until the E-Rate filing window closes for the upcoming E-Rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service/equipment mix and locations outlined in this proposal and is subject to AT&T's proposed terms and conditions for those products and services and the AT&T E-Rate Rider unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand.

Software—Any software used with the products and services provided in connection with this Proposal will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

Disclaimer—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for E-Rate funding is not dispositive, nor does it guarantee that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-Rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Universal Service Administrative Company ("USAC") website www.usac.org/e-rate. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the USAC after a review of the customer's E-Rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-Rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-Rate application is with the customer. AT&T is not responsible for the outcome of the USAC's decision on these matters.

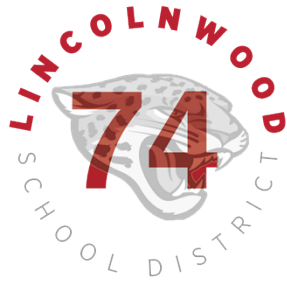
End User Equipment—E-Rate recipients must cost allocate any non-ancillary ineligible components that are bundled with

E-Rate Proposal for LINCOLNWOOD SCHOOL DISTRICT 74



eligible products or services. Cost allocations are the responsibility of E-Rate Applicants. For additional information, reference USAC website @ www.usac.org/e-rate and Cost Allocation Guidelines for Services @ www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/.

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Executive Summary Finance Committee Meeting

DATE: April 20, 2023

TOPIC: FirstNet Product Information

PREPARED BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

Staff and student safety is a priority across Campus. During the school year, our Administrative team has had the opportunity to learn and prepare for events that might include utility outages, fire, weather related events and even times where the District might need to relocate. Reliable communication is a vital part of any of these processes.

FirstNet is a nationwide, high-speed wireless broadband network with technologies and features specifically built for public safety. FirstNet, which is built by AT&T, provides much more than just another cell network. The FirstNet network was designed for first responders all over the country. It prioritizes the traffic of its subscribers, providing them with a reliable, 24/7 unthrottled network in which to use apps, devices and solutions, during an emergency, to ensure that their messages and communications take top priority over the general public.

The District has been investigating how to improve our communications during situations. Working with FirstNet, the District will purchase a total of 4 smartphones, 1 device for each building, and keep them located in a secure location at the schools and the administration center. In the event of any emergency or disaster, those phones would be utilized across the district. These devices will be equipped with access to the FirstNet network that features unthrottled data, unlimited talk, unlimited texting, and complete priority access to the FirstNet network. These devices will also be equipped with Push to Talk applications that can be used between the devices as well as installed mobile applications used by District personnel to access information or send out communications.

District Legal Counsel has reviewed the Service Agreement and Contract and found it acceptable noting that it is effectively identical to the terms approved in previous contracts. Legal Counsel did note that the Agreement contains a mandatory arbitration clause and the governing law is listed as the state of New York. Much like other Agreements, AT&T has not shown any willingness to modify these provisions, yet the District has approved a number of other AT&T contracts without objection.

Costs:

FirstNet Monthly Service Charge (State of IL)			
Description	Quantity	Monthly Price	Total Monthly Price
FirstNet Unlimited Smartphone Plan <i>Un-Throttled, truly unlimited talk, text, data plan, with priority</i>	4	\$38.49	\$153.96
Enhanced Push to Talk Add-on Feature	4	\$2.00	\$8.00
Total Monthly Service Charge	4		\$161.96
FirstNet Equipment Charges (State of IL)			
Equipment Charges	Quantity	One Time Cost	Total One Time Cost
iPhone 13 (128GB)	4	\$99.99	\$399.96
Total One-Time Equipment Fees	4		\$399.96

Note: 911 fees and local taxes and charges apply to this contract in the same manner as our primary telephone lines

Fiscal Impact: Estimated

\$2,343.48.

- \$1,943.52 per year / \$161.96 per month plus taxes and fees.
- \$399.96 Initial cost of equipment for outlined locations.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the one time purchase of \$399.96 for equipment to be used with FirstNet.

It is also the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to approve the contract in the amount of \$161.96 plus required taxes and fees, for monthly services between May 24th, 2023 and May 23rd 2024.



Executive Summary Finance Committee Meeting

DATE: April 20, 2023

TOPIC: Renewal of Gaggle.Net, Inc. Contract for the 2023-24 School Year

PREPARED BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The District's contract with Gaggle.Net, Inc. is up for renewal. Gaggle provides archiving services for all adults using SD74.org domain emails, past and present. Last school year, the team worked with the vendor to clean out our Google domains and insure that Gaggle was archiving our accounts correctly. This contract indicated that the number of accounts to be archived is up slightly, referencing 245 "active" and 325 "warehouse" accounts. These numbers coincide with our growth.

The District's Legal Counsel has reviewed the Terms of Service and Privacy agreements and found them acceptable. Counsel also noted that we have our standard amendment on file that has been resigned by the vendor. Because this service is limited to staff email and data, this service technically does not fall under the Student Online Personal Protection Act. If we choose to use additional products from Gaggle.net we will have to reevaluate the IL-NDPA and SOPPA Requirements.

Fiscal Impact:

\$3,505.00. The District paid \$3,315.00 in 2022-2023 for the Gaggle.net archiving services.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to renew the Gaggle.Net, Inc. Contract in the amount of \$3,505.00 for the 2023-2024 school year.



Gaggle.Net, Inc.
 PO Box 735566
 Dallas, TX 75373-5566
 800-288-7750
 www.gaggle.net

Gaggle Quote

Lincolnwood School District 74 - Lincolnwood IL intends to implement and use the Gaggle services as outlined below:

Service Details

DESCRIPTION	LINK	NOTES	QUANTITY	UNIT PRICE	DISCOUNT	NET UNIT PRICE	NET TOTAL
Archiving Email - Google - Staff	Learn More		245	\$10.00	\$1.00	\$9.00	\$2,205.00
Archive Warehouse Account - Staff	Learn More		325	\$4.00	\$0.00	\$4.00	\$1,300.00
TOTAL:							\$3,505.00

PRICING TERM: 12 Month Annual
SERVICE TERM: 7/1/2023 - 6/30/2024
VALID THROUGH: 8/30/2023
ADDITIONAL INFO:

*Does not include any applicable sales tax.

While this letter shall not constitute a legal binding license, it is an expression of the intent of both parties to work towards formalizing a legally binding agreement.

Upon the commencement of service; Gaggle's applicable Quote, Invoice, [Terms of Service](#), [Service Level Agreement](#), [Privacy Policy](#), [Student Data Privacy Notice](#) along with future engagements and renewals of service; are hereby acknowledged and incorporated by reference.

Quote Number: Q-113886

AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND GAGGLE

This Amendment is entered into as of August 6, 2023, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and Gaggle.Net, Inc. (“Gaggle”) pursuant to the Quote number Q-113886, and the Gaggle Services Terms and Conditions (collectively, the “Agreement”), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. Gaggle shall not materially modify or amend the Agreement (see <http://www.gaggle.net/terms-conditions>) during the term of this Agreement or any extension thereof, without providing written notice.
2. **Auto-Renewal.** The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require notice to and approval of the School District.
3. **FOIA/OMA.** School District shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify Gaggle prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Gaggle acknowledges and agrees that the Agreement is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.
4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions. Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois. Gaggle hereby agrees to this exclusive venue, to personal jurisdiction of this court, and to service of process in accordance with its rules of civil procedure, and Gaggle waives any objection that this venue is not convenient. Any references to binding arbitration shall be deleted from the Agreement.
5. **Illinois Student Privacy Laws.** In addition to its obligation to maintain student data in accordance with applicable federal laws, Gaggle shall also maintain all student data obtained from School District in accordance with any applicable Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); and the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*) (herein “SOPPA”). In accordance with SOPPA, the School District has separately executed an Exhibit E “General Offer of Privacy Terms” to join in the IL-NDPA Agreement between Gaggle and another Illinois public school district.

6. **Insurance.** During the term of this Agreement and any renewal thereof, Gaggle shall maintain a cyber-liability insurance policy insuring against data breaches. School District shall be named as an additional insured on such policy. Any damages limitations in this Agreement shall not apply to School District in its capacity as an additional insured.

7. **Authority to Execute.** Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

WHEREAS, this Amendment and its terms and conditions are agreed upon by the Parties on the date set forth above.

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74**

GAGGLE.NET, INC.

By: _____

By: Jennie Glt _____

Its: _____

Its: Director of Sales Operations

Date: _____

Date: 3/7/2023



Executive Summary Finance Committee Meeting

DATE: April 20, 2023

TOPIC: 1:1 iPad Update

PREPARED BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose:

Informational synopsis of 1:1 iPad program

Background:

Over the last number of months, the administrative team has been gathering proposals and renewals for the replacement equipment for students and staff within the district. During one of the past meetings the Finance Committee had requested an update on the District's 1:1 iPad initiative. This was a great exercise for the team as it gave us the ability to go back to review numbers and pricing comparisons from when this program initially was started within the district.

Since its inception, the focus of the One-to-One Personal Learning Program was designed to provide tools and resources for today's learners, and required that technology be seamlessly integrated throughout the educational program. In 2010, the District's research showed that the best tool to achieve this was to provide student experiences through an Apple iPad. The iPad provided personalized, mobile, and individual use of education tools to empower students to maximize their full potential and to prepare them for high school, college, and the workplace. The iPad is a device that makes learning more engaging and accessible.

Over the past months, the team has used current records of equipment, the district's internal inventory system, along with past purchase orders and internal discussions about deployment to present the following charts and information about the One-to-One Personal Learning Program at Lincolnwood School District 74.

INFORMATION:

The original version of the one-to-one personal learning program was designed around the instruction at grades 6, 7, and 8. 2011 was the first year that District #74 and Lincoln Hall moved forward with the program.

YEAR	IPADS	IPAD COSTS	IPAD CASE	WARRANTY	TOTAL	FLEET COST	1:1 Grades
2011	500	\$479.00	\$40.00	\$0.00	\$519.00	\$259,500.00	S 678 SP
2012	150	\$479.00	\$35.00	\$0.00	\$514.00	\$77,100.00	S 678 SP
2013	170	\$379.00	\$35.00	\$0.00	\$414.00	\$70,380.00	S 678 SP
2014	260	\$379.00	\$35.00	\$79.00	\$493.00	\$128,180.00	S 678 SP
2015	340	\$379.00	\$35.00	\$79.00	\$493.00	\$167,620.00	S 678 SP
2016	470	\$379.00	\$35.00	\$79.00	\$493.00	\$231,710.00	S 678 SP
2017	400	\$325.00	\$35.00	\$79.00	\$439.00	\$175,600.00	S 5 678 SP
2018	300	\$294.00	\$35.00	\$79.00	\$408.00	\$122,400.00	S 5 678 SP
2019	240	\$294.00	\$35.00	\$79.00	\$408.00	\$97,920.00	S 5 678 SP
2020	280	\$294.00	\$35.00	\$79.00	\$408.00	\$114,240.00	S 5 678 SP
2021	480	\$294.00	\$35.00	\$79.00	\$408.00	\$195,840.00	S 345 678 SP
2022	260	\$294.00	\$120.00	\$49.00	\$463.00	\$120,380.00	S PK12 345 678 SP
2023	270	\$284.00	\$110.00	\$49.00	\$443.00	\$119,610.00	S PK12 345 678 SP

In 2011 there was an initial purchase of 500 iPads that were disseminated to the staff members that were part of the program as well as grade level students in Lincoln Hall. The District also purchased spares in case of breakage or a shortage.

In 2012, you can see that the number of iPads purchased was significantly less. These years the district was purchasing roughly 150 iPads to be used for the incoming 6th grade students additional staff members This is common for the next number of years.

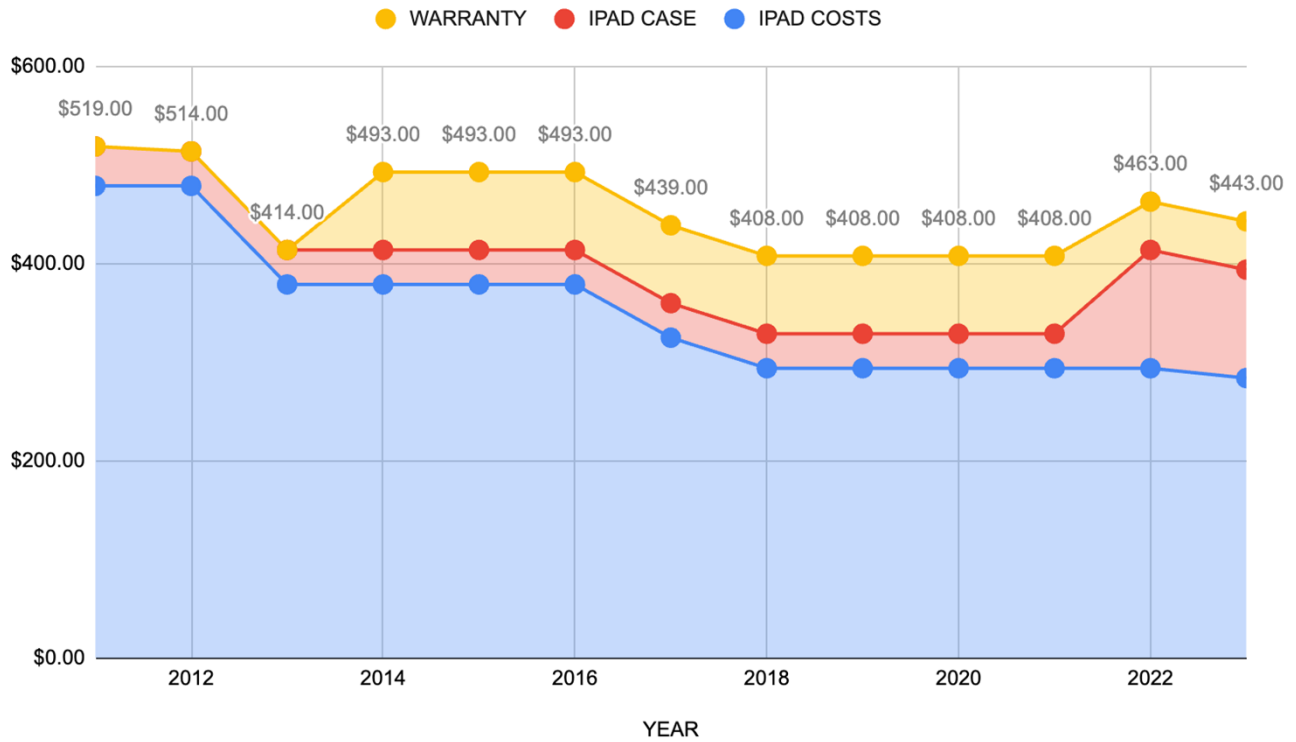
In 2015 the One-to-One Personal Learning Program was still targeted at the middle school. However you can see on the right hand columns that other grades have been included in the usage of the iPads. This equipment came from resources that have been handed from the upper grades. Many of these iPads were delivered in the forms of computers on wheels, (COWS for short). It is important to know if the district had both iPad COWS and laptop COWS available for student use in all grades from Kindergarten through 8th.

In 2017 the iPad program was moved down to 5th grade. These students and families do not have the option to buy these iPads as students in the middle school do, but they were used and recycled into the COWS, which were being used across the district.

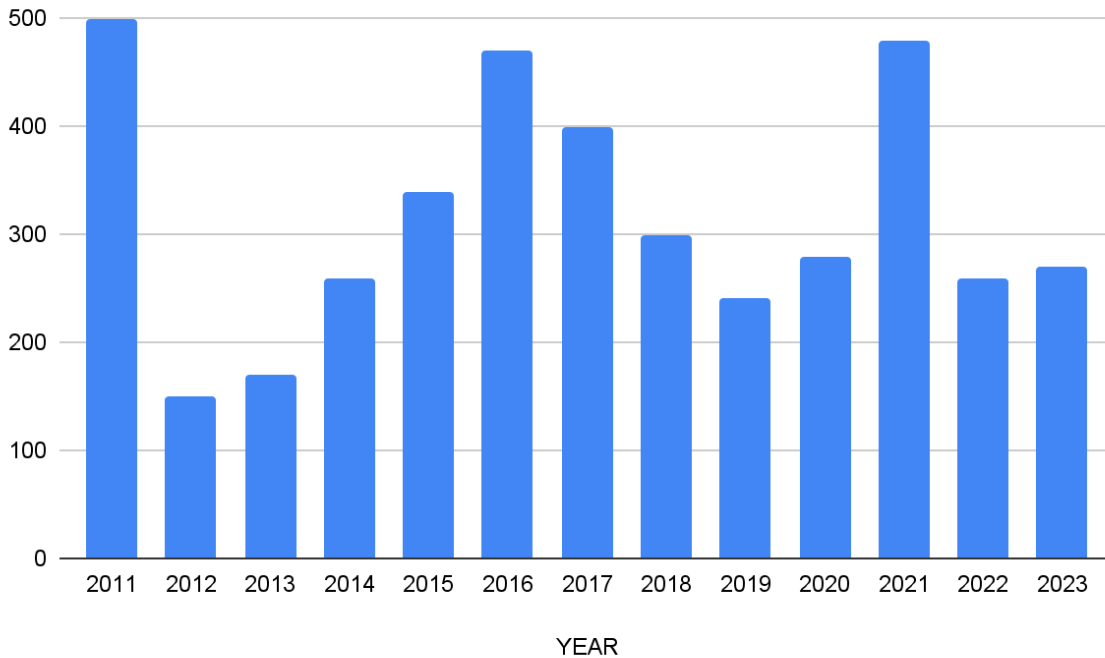
2019-2021 During the time of the pandemic, the district had purchased many 1:1 devices to distribute to students for both in-person and remote learning scenarios. District 74, much like every other district in the country, did an amazing job of preparing itself for the inevitable roll out of educational devices for every student in the district to help combat an uncertain future.

IPAD COSTS:

It is important to look at this data to see the changes in prices of the equipment, cases and warranties that are all part of this program.



The numbers of iPads purchased each year is dictated on a number of factors including the number of grades that were participating in the program, the number of new enrollments into the grade levels, the number of devices that need replaced each year, the numbers that are needed for a rental fleet, and those that were at end of life.



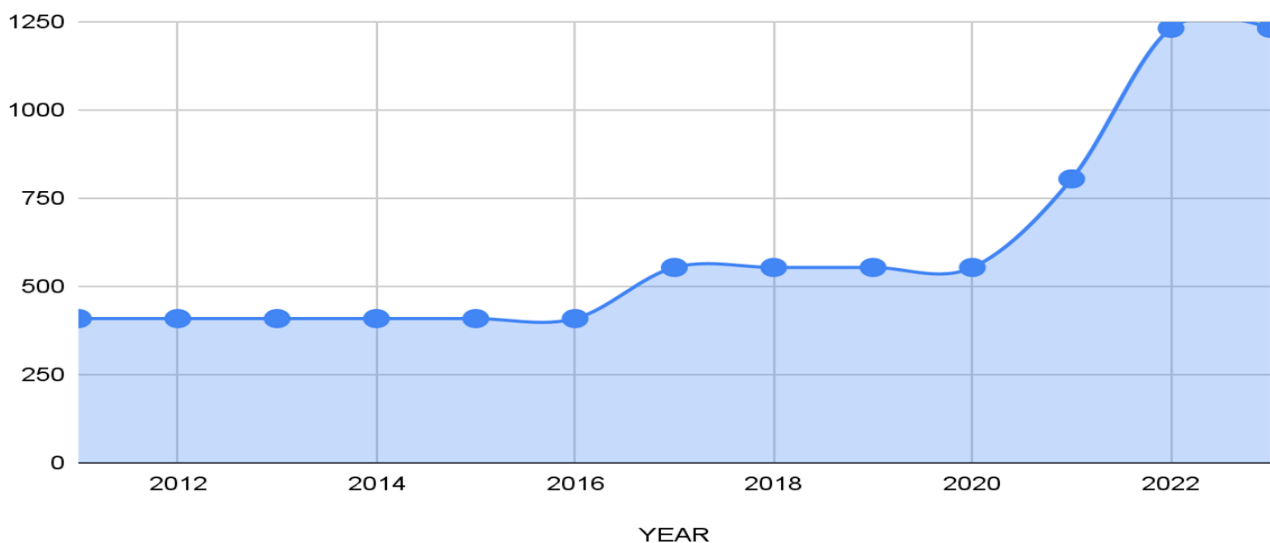
HARDWARE COMPARISON:

During 2021 and 2022, the team started researching the overall numbers of equipment that was available for students and staff members to use. As we know, equipment eventually needs to be replaced. Rather than replace over 150 laptops, we decided to change our focus and purchase more iPad resources. This made much more sense as our curriculum and software all run on this device at a fraction of the cost. With the addition of the new rugged case, complete with keyboard and trackpad, there are very few things that these modern iPads cannot accomplish.

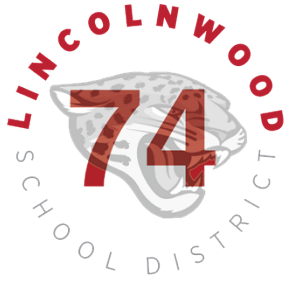
YEAR	LAPTOPS	LAPTOP COSTS	WARRANTY	FLEET COST
2011	100	\$1,263.00	\$149.00	\$126,449.00
2012	75	\$1,263.00	\$149.00	\$94,874.00
2013	50	\$1,263.00	\$149.00	\$63,299.00
2014	240	\$1,098.00	\$149.00	\$263,669.00
2015	170	\$1,098.00	\$149.00	\$186,809.00
2016	120	\$1,098.00	\$149.00	\$131,909.00
2017	100	\$1,098.00	\$149.00	\$109,949.00
2018	50	\$1,098.00	\$149.00	\$55,049.00
2019	150	\$1,098.00	\$149.00	\$164,849.00
2020	50	\$899.00	\$149.00	\$45,099.00
2021	50	\$879.00	\$139.00	\$44,089.00
2022	0	\$0.00	\$0.00	\$0.00
2023	0	\$0.00	\$0.00	\$0.00

STUDENT REACH:

Through the small changes in hardware choice and purchasing and straying away from convention, District 74 has been able to change and offer state of the art equipment to students and teachers in all grade levels. Overall we are very well protected should we ever have to distribute our classroom equipment out to students for remote learning experiences.



District 74 was an early adopter of the iPad as an educational tool. Over the last decade, we have grown to offer high tech tools and curriculum resources to students of all ages. Combined with excellent teachers, coaches, support, and a rigorous curriculum, all students can continue to grow and fulfill the goals of the One-to-One Personal Learning Program.



Executive Summary Finance Committee Meeting

DATE: April 20, 2023

TOPIC: Purchase of Brightly Maintenance Software for the 2023-24 School Year

PREPARED BY: Jordan Stephen

Recommended for:

Action

Discussion

Information

Purpose/Background:

The District has used a product called SchoolDude for many years to help complete, file, and review classroom work orders, building engineering maintenance requests and provide our staff with preventative maintenance schedules for mechanical equipment throughout the district. Last year SchoolDude was purchased by a new company called Brightly. Brightly provides the same services and products in their updated catalog, which we will continue to utilize within the District. We have asked the vendor to provide us with three quotes to review and analyze multiyear contracts.

The District's Legal Counsel has reviewed the data processing addendum, mutual, confidential, reality, professional services, addendum, software, subscription, agreement, and master subscription agreement. Counsel has reviewed all of these agreements and noted that these specify Delaware law and court venue. Counsel has drafted a standard amendment that will need to be signed by the vendor once we have determined the correct length of contract. Because this service is limited to staff and our maintenance team, this service does not fall under the Student Online Personal Protection Act therefore no IL-NDPA or Exhibit E is required.

Fiscal Impact:

- After reviewing the 1, 3, and 5 year quotes Brightly has provided, there is a small yearly increase that is factored into these renewals.
- The 1-year renewal is priced at \$8,918.91 for the two software packages used by our Buildings and Grounds department. It is expected that an annual renewal will increase roughly 10% year after year.
- The 3-year quote starts at \$8,594.59 for year 1, \$9,110.27 for year 2 and \$9,656.88 for year 3. This equates to a 5.5% annual increase over the contracted term.
- The 5-year quote starts at \$8,594.59 for year 1, \$8,850.43 for year 2, \$9,118.00 for year 3, \$9,391.54 for year 4 and \$9,673.28 for year 5. This represents a 2.8% annual increase over the 5-year contracted term.
- All quotes that have been provided that the District do include ILTPP (Illinois Technology Purchase Program) pricing.

Recommendation:

The Administrative team is looking for guidance from the Finance Committee, on a recommendation as to the direction of how many years of services we would like to secure that is offered by Brightly for our buildings and grounds team.

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, together with any addenda, (this “Agreement”) shall govern Subscriber’s (as defined below) access and use of the Cloud Services (as defined below) provided by Brightly Software (“Company”). This Agreement may be accepted by either clicking a box indicating acceptance, by reseller purchase, by executing an Order that references this Agreement or by otherwise accessing or using an Offering. Subscriber agrees to the terms of this Agreement by clicking the button or using any Offering and therefore indicates that Subscriber has read, understood, and accepted this Agreement. If Subscriber does not accept, Subscriber must not use any Offering and must return any Offering to Company or its authorized reseller or partner prior to use.

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS “ACCOUNT” OR “SUBSCRIBER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERING.

Section 1.0 Ordering and Use of Offerings**1.1 Company Cloud Service; Subscriber-Hosted Software.**

(a) **Company Cloud Service.** Unless otherwise specified on an applicable Order, an Offering of Cloud Service shall be provided as Company-hosted, online cloud service. Company grants Subscriber a non-exclusive and non-transferable right to access and use the Offering for the Subscription Term.

(b) **Subscriber-Hosted Software.** Where an applicable Order sets forth a Subscriber-Hosted Software Offering, subject to the provisions of this Agreement, Company grants Subscriber a non-exclusive and non-transferable license (with no right to sublicense) to install and use the Offering for the Subscription Term. In respect of such Subscriber-Hosted Software Offering:

- (i) Subscriber is responsible for installing and implementing the Subscriber-Hosted Software and any updates, enhancements or modifications, except for any Professional Services set forth on an applicable Order (i.e., implementation).
- (ii) Subject to the terms of this Agreement, Subscriber may create copies of the Subscriber-Hosted Software to the extent strictly necessary to install and operate the Subscriber-Hosted Software for use in accordance with this Agreement, and to create backup and archival copies to the extent reasonably required in the normal operation of Subscriber systems. All such copies must include a reproduction of all copyright, trademarks or other proprietary notices contained in the original copy of the Subscriber-Hosted Software.
- (iii) Subscriber is responsible for providing the Environment and ensuring the Environment functions properly, and for implementing appropriate data backup and security measures. “Environment” means the systems, networks, servers, equipment, hardware, software and other material specified in Documentation or an Order on which, or in connection with which, the Subscriber-Hosted Service will be used.

1.2 Ordering.

(a) **Ordering.** The parties may enter into one or more Orders under this Agreement. Each Order is binding on the parties and is governed by the terms of this Agreement and all applicable addenda. Pursuant to an Order, Company shall grant Subscriber Account Users access or use of the Offerings during their Subscription Term, including all Content contained in or made available through the Cloud Service(s). Affiliates of either party may conduct business under this Agreement by executing an Order that references this Agreement’s terms.

(b) **Account Setup.** To subscribe to the Cloud Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users in accordance with any number and categories of users as set forth on the Order. To setup an Account User, Subscriber agrees to provide true and accurate information for such Account Users. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other individual. Subscriber must not create Account User(s) in a manner that intends to or has the effect of avoiding Fees, circumvents thresholds with the Account, or intends to violate the Agreement.

(c) **Subscriber Responsibilities.** Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Cloud Service(s) shall be limited to Account Users. Subscriber will ensure that its Account Users shall comply with Subscriber’s obligations under this Agreement whether they are accessing Cloud Services on Subscriber’s behalf, at Subscriber’s invitation or by invitation of a Subscriber Account User. If Subscriber becomes aware of any violation of this Agreement by a user or any unauthorized access to any user account, Subscriber will immediately notify Company and terminate the relevant Account User or user account’s access to the Cloud Service. Subscriber is responsible for any act or failure to act by any Account User or any person using or accessing the account of a user in connection with this Agreement. Subscriber acknowledges and agrees that Account Users who submit declarations, notifications or orders to Company are acting on behalf of Subscriber’s behalf. Further, Subscriber shall: (i) be solely responsible for the accuracy, and appropriateness of all Subscriber Data and Content created by Account Users using the Cloud Service; (ii) access and use the Cloud Service solely in compliance with the Documentation and all applicable laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (iii) allow e-mail notifications generated by the Cloud Service on behalf of Subscriber’s Account Users to be delivered to Subscriber’s Account Users; and (vi) take responsibility for the security of Subscriber’s systems, including the software on Subscriber’s systems, and take commercially reasonable steps to exclude malware, viruses, spyware and trojans from Cloud Services.

(d) **Usage Restrictions.** Subscriber agrees that it shall not, and shall not permit any Account User or Third Party accessing by, through or at Subscriber direction, or on its behalf to, directly or indirectly: (i) modify, copy, create derivative works or attempt to derive the source code of the Cloud Service; (ii) assign, sublicense, distribute or otherwise make available the Cloud Service, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Cloud Service to provide any service bureau services or any services on a similar basis; (iv) use the Cloud Service in a way not authorized in writing by Company or for any unlawful purpose; (v) use the Cloud Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Cloud Service; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Cloud Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Cloud Service; (ix) interfere with or disrupt the integrity or performance of the Cloud Service or the data contained therein; (x) access or use the Cloud Service in order to replicate applications, products or services offered by Company and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Cloud Service or monitor the availability and/or functionality of the Cloud Service for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber application or otherwise, repackage or resell the Cloud Service, or any Company Content; (xii) store, manipulate, analyze, reformat, print, and display Company Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Cloud Service. Notwithstanding the foregoing restrictions, in the event Subscriber has purchased a Subscription for Commercial Use (as such term is defined below), Subscriber shall be permitted to use the Cloud Service to provide Third Party services in cases where such Third Parties access the Subscriber provided applications or services, but where such Third Parties do not have the ability to install, configure, manage or have direct access to the Cloud Services. Company hereby agrees, subject to payment of the applicable fees, to permit such use and the terms of this Agreement, including references to “internal use”

and/or “internal business operations” shall be deemed to include and permit such use (hereafter referred to as “Commercial Use”).

(e) **Additional Guidelines.** Company reserves the right to establish or modify its Cloud Service offerings, general practices and limits concerning use of the Cloud Service, and if applicable provide alternative Cloud Service offerings and practices, with approximately thirty (30) days’ prior notice. Company also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Company shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Company is satisfied corrective action has taken place to resolve the issue.

(f) **Links to Third Party Websites.** To the extent that the Cloud Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber’s rights with respect to such website, application or service, unless otherwise expressly provided by Company. Company shall have no obligations or liability arising from Subscriber’s access and use of such linked Third Party websites, applications and services.

(g) **Previews, No-Charge Offerings.** From time to time, Company may make Offerings available to Subscribers at no charge or allow features or services at no extra charge as part of Cloud Services prior to their general release that are labeled or communicated as Previews. Subscriber may choose to try such Previews or not in its sole discretion. Use of Previews is at Subscriber’s sole risk and may contain bugs or errors. Subscriber may discontinue use of the Previews at any time, in its sole discretion. Further, Company may discontinue all Previews availability at any time in its sole discretion without notice. Previews and No-Charge Offerings are provided on an “as-is” basis and “as available” basis, without any warranties of any kind.

1.3 Proprietary Rights.

(a) Subscriber acknowledges and agrees that Company retains all ownership right, title, and interest in and to Brightly IP, including the Cloud Service, its Documentation and Content, and all corrections, enhancements, improvements to, or derivative works thereof without limitation (collectively, “Derivative Works”), and in all Brightly IP therein or thereto. To the extent any Derivative Work is developed by Company based upon ideas or suggestions submitted by Subscriber to Company, Subscriber hereby irrevocably assigns all rights to use and incorporate Subscriber’s feedback, including but not limited to suggestions, enhancement requests, recommendations and corrections (the “Feedback”) relating to the Cloud Service, together with all Brightly IP related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Brightly IP rights other than the rights expressly set forth in this Agreement.

(b) Company acknowledges and agrees that Subscriber retains all ownership right, title, and interest in and to the Subscriber Data and Content, including all intellectual property rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants Company and its Affiliates a non-exclusive, royalty-free license to access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of Subscriber Data and Content to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants Company a non-exclusive, royalty-free right to use aggregated and de-identified data generated and/or derived by Company from the Subscriber Data (the “De-Identified Data”) in order to improve the Cloud Service and Company’s performance hereunder, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that Company shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-identification cannot be traced back to Subscriber or natural persons. Company recommends Subscriber confirm the geographic area in which Subscriber Data will be stored, which may be outside the country in which Subscriber is located. Subscriber will ensure that Subscriber Data can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations.

(c) Subscriber acknowledges the Cloud Services may utilize, embed or incorporate Third Party software and/or tools (each, a “Third-Party Tool”) under a license granted to Company by one or more applicable Third Parties (each, a “Third-Party Licensor”), which licenses Company the right to sublicense the use of the Third-Party Tool solely as part of the Cloud Services. Each such sublicense is nonexclusive and solely for Subscriber’s internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of Company under the terms of this Agreement and shall be protected in accordance with the terms of Section 7.

Section 2.0 Company Responsibilities

2.1 Professional Services. To the extent Professional Services are included in the applicable Order and/or described in one or more statements of work, Subscriber agrees to abide by Company’s Professional Services Addendum. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect to the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) if applicable, sets forth each party’s respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

2.2 Service Levels. Company shall use commercially reasonable efforts to make the Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the “Service Standard”). The Service Standard availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber’s delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber’s or its Account User’s Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Company pursuant to the terms of the Agreement. “Scheduled Downtime” means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Subscribers’ Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Company shall use reasonable efforts to provide eight (8) hours prior electronic notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

2.3 Security and Data Privacy. Each party shall comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where Company acts as Subscriber’s processor of personal data provided by Subscriber, the data is subject to Company’s Privacy Policy, which can be viewed by clicking the “Privacy” hypertext link located within the Cloud Service. By using the Cloud Service, Subscriber accepts and agrees to be bound and abide by such Privacy Policy. At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber Content shall be available for Subscriber’s export and download. In accordance with applicable data privacy laws following that initial period, Company shall not be obligated to maintain Subscriber Data nor Subscriber Content and may delete or destroy what remains in its possession or control.

(a) If applicable in the United States, if Subscriber is a “Covered Entity” under the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, “HIPAA”), and if Subscriber must reasonably provide protected health information as defined by HIPAA in order to use the Cloud Services, Company shall be Subscriber’s “Business Associate” under HIPAA, and Company and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to Company).

(b) If applicable in the United Kingdom, Switzerland or European Economic Area (EEA), both parties will comply with the applicable requirements of Data Protection Legislation. “Data Protection Legislation” means (i) the United Kingdom’s Data Protection Act 2018, and (ii) the General Data Protection Regulation (“GDPR”) and any national implementing laws, regulations or secondary legislation. Company and Subscriber agree that Company will not be processing any personal data on behalf of the Subscriber as “Data Controller” (defined in accordance with the Data Protection

Legislation). Company will collect, use, disclose, transfer and store personal information when needed to administer this Agreement and for its operational and business purposes, in accordance with Data Protection Legislation. To the extent personal data from the UK, Switzerland or the EEA are processed by Company, the terms of a data processing addendum ("DPA") must be signed by the parties. To the extent Company processes personal data, its binding corporate rules and the standard contract clauses shall apply, as set forth in the DPA. For standard contract clauses, Subscriber and Company agree that Subscriber is the data exporter and Subscriber's acceptance of this Agreement or applicable Order shall be treated as its execution of the standard contract clauses.

Section 3.0 Third Party Interactions

3.1 Relationship to Third Parties. In connection with Subscriber's use of the Cloud Service, at Subscriber's discretion, Subscriber may: (i) participate in Third Party promotions through the Cloud Service; (ii) purchase Third Party goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Cloud Service, its application programming interface ("API") and a Third Party provider; (iv) receive additional functionality within the user interface of the Cloud Service through use of the API; and/or (v) receive content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such Third Party activity, shall be solely between Subscriber and the applicable Third Party. Company shall have no liability, obligation or responsibility for any such Third Party correspondence, purchase, promotion, data exchange, integration or interaction. Company does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by Company as "certified," "validated," "premier" and/or any other designation. Company does not endorse any sites on the Internet that are linked through the Cloud Service.

3.2 Ownership. As between Subscriber and Company, Subscriber is the owner of all Third Party Content loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. Company shall not comment, edit or advise Subscriber with respect to such Third Party Content in any manner.

Section 4.0 Fees and Payment.

4.1 Fees. Subscriber shall pay to Company all fees specified in Orders. Except as otherwise stated on the Order: (i) Subscription Fees are based on Cloud Services subscriptions purchased, (ii) all Subscription Fee payment obligations are non-refundable and non-cancelable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term. The Subscription Fee for such Cloud Service subscription shall be invoiced upon commencement of the Term. Thereafter, Company shall make reasonable efforts to invoice Subscriber for each applicable Subscription Fee sixty (60) days prior to its commencement. Unless Subscriber provides written notice of termination in accordance with Section 5.1, Subscriber agrees to pay all fees. Subscriber is responsible for providing complete and accurate billing and contact information to Company and notifying Company promptly of any changes to such information.

4.2 Automatic Payments. If Subscriber is paying by credit card or Automated Clearing House ("ACH"), Subscriber shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Company is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

4.3 Overdue Charges. If any invoiced amount is not received by Company by the due date, without limiting Company's rights or remedies, those overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum amount permitted by law, whichever is lower. Company reserves the right to condition an overdue Account's future subscription renewals and Orders on shorter payment terms than those stated herein.

4.4 Taxes. Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 4.5, Company shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. To the extent permitted by law, Subscriber agrees to indemnify and hold Company harmless from any encumbrance, fine, penalty or other expense which Company may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, Company is solely responsible for taxes assessable against Company based on its income, property and employees.

4.5 Purchases through Resellers. In the event Subscriber purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Company, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or Taxes. Such terms and conditions shall be negotiated solely by and between Subscriber and such authorized reseller. In the event Subscriber ceases to pay the reseller, or terminates its agreement with the reseller, Company shall have the right to terminate Subscriber's access to the Cloud Services at any time upon thirty (30) days' prior written notice to Subscriber unless Subscriber and Company have agreed otherwise in writing.

Section 5.0 Term and Termination

5.1 Subscription Term. This Agreement will commence on the Effective Date set forth on the Order and continues until the Offerings hereunder have expired or have been terminated (the "Subscription Term"). Thereafter, except as stated on an applicable Order, the Subscription Term shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term applicable to the Cloud Service subscription.

5.2 Termination. Neither party will terminate an Order for convenience during the applicable Subscription Term. Either party may terminate this Agreement (in whole or with respect to an Order or purchased from a reseller) by notice to the other party if (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days (except in the case of a breach of Section 7 in which case no cure period will apply) or (ii) the other party becomes the subject of a petition in bankruptcy or other similar proceeding. Company may, at its option, and without limiting its other remedies, suspend (rather than terminate) any Cloud Services if Subscriber breaches the Agreement (including with respect to payment of Fees) until the breach is remedied.

5.3 Effect of Termination. Upon expiration of the applicable Subscription Term, or termination of any Order for one or more Offerings or this Agreement for any reason, Subscriber's right to access, use or receive the affected Order or Order items automatically terminate. Subscriber shall immediately cease using the Order or Offering, remove and destroy all Offerings and other Company Confidential Information relating to the Order in its possession or control, and certify such removal and destruction in writing to Company. Termination or suspension of an individual Order or reseller purchase will not terminate or suspend any other Order, reseller purchase or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Order(s) and reseller purchases will terminate. If this Agreement, any Order or reseller purchase is terminated, Subscriber agrees to pay all Fees owed up to the effective date of termination.

5.4 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 1, 2.3, 5.3, 6, 7, 8 and 9.

Section 6.0 Representations, Warranties and Disclaimers

6.1 Representations. Each party represents that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

6.2 Warranties.

(a) Company warrants that Cloud Service will perform substantially in accordance with the features and functions described in the applicable Documentation. To the extent permitted by law, Subscriber's exclusive remedy and Company's entire liability for a breach of this warranty in Section 6.2(a), at its option: (i) will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, Company may terminate the Order for the non-conforming Offering and refund any prepaid fees paid for such Offering. The warranty excludes: (a) no charge Offerings or Previews, and (b) issues, problems or defects arising from Third Party Content, Subscriber Data or Content, or use of Cloud Service not in accordance with this Agreement.

(b) Company represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 6.2(b), Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services.

(c) Company makes only the limited warranties expressly stated in this Agreement, and disclaims all other warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Company does not warrant or otherwise guarantee that: (i) reported errors will be corrected or support requests will be resolved to meet Subscribers' needs, (ii) any Order or Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any Content, including Subscriber and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Orders or features or functionality in any communication with Subscriber constitutes technical information, not a warranty or guarantee.

(d) Company's Cloud Services have not been tested in all situations under which they may be used. Subscriber is solely responsible for determining the appropriate uses for the Cloud Services and the results of such use; Company will not be liable for the results obtained through Subscriber's use of the Cloud Services. Company's Cloud Services are not specifically designed or intended for use in (i) storage of sensitive, personal information, (ii) direct life support systems, (iii) nuclear facility operations, or (iv) any other similar hazardous environment.

6.3 Intellectual Property Indemnification.

(a) *Indemnity by Company.* Company shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Cloud Service as expressly permitted hereunder infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber: (x) promptly gives Company written notice of the Claim; (y) gives Company sole control of the defense and settlement of the Claim; and (z) provides to Company all reasonable assistance, at Company's expense. If Company receives information about an infringement or misappropriation claim related to the Cloud Service, Company may in its sole discretion and at no cost to Subscriber: (i) modify the Cloud Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Cloud Service, or (iii) terminate this Agreement (including Subscriber's Cloud Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Subscription Fee covering the remainder of the Term of the terminated Cloud Service subscriptions. Notwithstanding the foregoing, Company shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Cloud Service in combination with any software or hardware not expressly authorized by Company, (B) any modifications or configurations made to the Cloud Service by Subscriber without the prior written consent of Company, and/or (C) any action taken by Subscriber relating to use of the Cloud Service that is not permitted under the terms of this Agreement. This Section 6.3(a) states Subscriber's exclusive remedy against Company for any Claim of infringement or misappropriation of a Third Party's intellectual property rights related to or arising from Subscriber's use of the Cloud Service.

(b) To the extent permitted by law, Subscriber shall defend and indemnify Company from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Company, in connection with any Claim alleging that the Subscriber Data or Content, or Subscriber's use of the Cloud Service in breach of this Agreement, infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; unless applicable laws prohibit public entities from such indemnification and provided that Company (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 6.3(b) states Company's exclusive remedy against Subscriber for any Claim of infringement or misappropriation of a Third Party's intellectual property rights related to or arising from the Subscriber Data or Subscriber's use of the Cloud Service.

6.4 Limitation of Liability.

(a) **The entire, aggregate liability of Company is limited to the amount of Subscription Fees paid by Subscriber to Company pursuant to this applicable Order during the twelve (12) months prior to the first act or omission giving rise to the liability. This does not apply to the Company's intellectual property indemnification obligations in Section 6.3.**

(b) **Under no circumstances will Company be liable for (i) any indirect, incidental, consequential, special exemplary or punitive damages, loss of production or data, interruption of operations or lost revenue or profits, even if such damages were foreseeable, or (ii) any Previews or No-Charge Offerings.**

(c) **Company will not be liable for any claim in connection with this Agreement if such claim is brought more than two (2) years after the first event giving rise to such claim is or should have been discovered by Subscriber.**

(d) **The limitations and exclusions of this Section 6.4 apply to: (i) benefit of Company and its affiliates, and their respective officers, directors, licensors, subcontractors and representatives, and (ii) regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.**

(e) **The foregoing limitations and exclusions will not apply to the extent that liability cannot be limited or excluded in accordance with applicable law. Nothing in this Section shall limit Subscriber's payment obligations under Section 4.**

Section 7.0 Confidentiality

7.1 Definition of Confidential Information. "Confidential Information" means any non-public information and/or materials maintained in confidence and disclosed in any form or medium by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), that is identified as confidential, proprietary or that a reasonable person should have known, was the Confidential Information of the other party given the nature of the circumstances or disclosure, or as otherwise defined as Confidential Information, trade secrets, and proprietary business information as provided under applicable state law and exempted from disclosure by the applicable statute. Confidential Information may include without limitation: information about clients, services, products, software, data, technologies, formulas, processes, know-how, plans, operations, research,

personnel, suppliers, finances, pricing, marketing, strategies, opportunities and all other aspects of business operations and any copies or derivatives thereof. Confidential Information includes information belonging to a Third Party that may be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a Third Party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.

7.2 Protection of Confidential Information. The Receiving Party agrees that it shall: (i) use the Confidential Information solely for a purpose permitted by this Agreement, (ii) use the same degree of care as Receiving Party uses with its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of Confidential Information; and (iii) restrict access to the Confidential Information of the Disclosing Party to those of its Affiliates and its and their employees, contractors and agents who need such access for purposes consistent with this Agreement and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligation no less restrictive than this Agreement. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations.

7.3 Compelled Disclosure. If Receiving Party is required to disclose any Confidential Information to comply with law, to the extent legally permitted, Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party's request and expense, to prevent or limit such disclosure.

7.4 Records Requests. To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not unlawfully disclose in response to a request made pursuant to any applicable public records law, any of Company's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify Company and provide such reasonable cooperation as requested by Company and permitted by law to oppose production or release of such Company Confidential Information.

7.5 Remedies. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. Receiving Party acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 8.0 Export Control Compliance

8.1 General. Subscriber shall comply with all applicable sanctions, embargoes and (re-)export control regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction(s) (collectively "Export Regulations").

8.2 Checks. Prior to any transfer of Offerings (including all kinds of technical support and/or technology) to a Third Party, Subscriber shall check and ensure by appropriate measures that (i) there will be no infringement of an embargo imposed by the European Union, the United States of America and/or by the United Nations by such transfer, by brokering of contracts concerning Offerings or by provision of other economic resources in connection with Offerings, also taking into account any prohibitions to circumvent these embargos (e.g., by undue diversion); (ii) such Offerings are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization has been obtained; (iii) the regulations of all applicable sanctioned party lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered and (iv) Offerings within the scope of the respective Annexes to EU Regulations Nos. 833/2014 and 765/2006 as well as of Annex I to EU Regulation No. 2021/821 (in their current versions, respectively), will not, unless permitted by EU law, be (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such Goods and Services to Russia or Belarus.

8.3 Non-Acceptable Use of Offerings and Cloud Services. Subscriber shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Cloud Services, Content and/or Documentation from or in any location prohibited by or subject to comprehensive sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) or to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports'), or otherwise make available the Cloud Services, Content and/or Documentation to any individual or entity designated on a sanctioned party list of the Export Regulations; (iii) use the Cloud Services, Content and/or Documentation for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Cloud Services platform any Subscriber Data or Content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99); (v) facilitate any of the aforementioned activities by any user. Subscriber shall provide any user(s) with all information necessary to ensure compliance with the Export Regulations.

8.4 Information. Upon request by Company, Subscriber shall promptly provide Company with all information pertaining to user(s), the intended use and the location of use of the Offerings.

8.5 Export Control Indemnification. Subscriber shall indemnify and hold harmless Company from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with (re) Export Regulations by Subscriber and/or user(s) and/or Subscriber's Third Parties business partner re-exporting Offerings in violation of embargoes or sanctions referred to in 8.2 above, and Subscriber shall compensate Company for all losses and expenses resulting thereof.

8.6 Reservation. Company shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Subscriber acknowledges that Company may be obliged under the Export Regulations to limit or suspend access by Subscriber and/or user(s) to the Offerings.

Section 9.0 Miscellaneous

9.1 Compliance with Laws. Each party will comply with all laws and applicable government rules and regulations insofar as they apply to such party in its performance of this Agreement's rights and obligations.

9.2 Publicity. Company is permitted to: (i) include Subscriber's name and logo in accordance with Subscriber's trademark guidelines; and (ii) list the Cloud Services and Professional Services selected by Subscriber, in public statements and client lists. Subscriber agrees to participate in press releases, case studies and other collateral using quotes or requiring active participation, the specific details of which shall be subject to mutual consent.

9.3 Relationship of the Parties. Company is performing pursuant to this Agreement only as an independent contractor. Company has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Company and Subscriber. Company shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.4 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.5 Assignment. This Agreement will extend and be binding upon the successors, legal representatives, and permitted assignees of the parties.

However, Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. Company shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.6 Force Majeure. Subject to the limitations set forth below and except for fees due for Orders rendered, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.7 Entity, Governing Law, Notices and Venue. All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by business mail (upon written verification of receipt); or (d) except for notice of indemnification claims, via electronic mail to Subscriber at the e-mail address maintained on Subscriber's Account and to Company at notice@brightlysoftware.com. Any dispute arising out of or in connection with this Agreement will be resolved as set forth in the table below: The Company entity entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Subscriber is domiciled:

(a) In the **United States and all other domiciles not otherwise mentioned**, the Company entity is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software. The applicable law will be the laws of the state of Delaware, USA; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Delaware, USA unless Subscriber is a public entity in which case this Agreement shall be governed by the state law where it is domiciled. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court for any such disputes.

(b) In **Canada**, the Company entity is Brightly Software Canada, Inc., an Ontario corporation, and the notice address shall be 1577 North Service Road East, Oakville, Ontario, Canada L6H 0H6 Canada, Attn: Brightly Software. The applicable law will be the laws of Ontario; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Ontario, Canada, without regard to the principles of conflicts of law.

(c) In the **United Kingdom or a country in Europe**, the Company entity is Brightly Software Limited, a limited company in England, the notice address shall be Pinehurst 2, Pinehurst Road, Farnborough, Hampshire, GU14 7BF Attn: Brightly Software. The applicable law will be the laws of England; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be London, England.

(d) In **Australia, New Zealand, a country in Asia/Oceania**, the Company entity is Brightly Software Australia Pty Ltd, a proprietary limited company in Australia, and the notice address shall be Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, Attn: General Counsel. The applicable law will be the laws of Victoria, Australia; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be Melbourne, Victoria, Australia.

If a dispute is subject to arbitration as described in this Section 9.7, arbitrators will be appointed in accordance with the ICC Rules, the language used for proceedings will be English, and orders for the production of documents will be limited to the documents on which each party specifically relies in its submission. Nothing in this Section 9.7 will restrict the right of the parties to seek interim relief intended to preserve the status quo or interim measures in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent permissible under applicable law and to the extent it would not result in the invalidity or inapplicability of this Section 9.7, the parties agree that Company, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Subscriber has its place of business, to: (i) enforce Brightly IP rights, or (ii) for the payment of amounts due for any Offering.

9.8 Company Affiliates and Subcontractors. Company or its Affiliates may exercise Company's rights and fulfill Company's obligations under this Agreement. Company may use resources in various countries to provide Offerings, including unaffiliated subcontractors. Company remains responsible for its obligations under this Agreement.

9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to the Agreement shall be deemed to be a Third Party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Entire Agreement. This Agreement, including any applicable Order, is the entire agreement between Subscriber and Company regarding Subscriber's use of the Cloud Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modifications, amendment or waiver of any provision of this Agreement shall be effective unless executed in writing by means of manual signatures or electronic signatures or via an online mechanism. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void. In the event of any conflict or inconsistency between the documents, the order of precedence shall be (1) the applicable Order, (2) any schedule or addendum to this Agreement, and (3) the content of this Agreement.

9.13 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify Company.

9.14 Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Cloud Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.15 Modifications. Company may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, Company shall notify Subscriber.

9.16 USA Government Subscribers. The Cloud Service and its Documentation and Content are "Commercial Items," "Commercial computer software" and "Computer software documentation" as defined in the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS"). Pursuant to FAR 12.211, FAR 12.212, DFARS 227.7202, as revised, the U.S. Government acquires the Cloud Service and its Documentation and Content subject to the terms of this Agreement. Company will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

Section 10.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

10.1 "Access Credentials" means any user's name, identification number, password, license or security key, security token, PIN or other security code,

- method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Cloud Service.
- 10.2 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Cloud Service(s).
- 10.3 "Account User" means each person or entity that access an Offering under this Agreement, whether such access is given by Subscriber, by Company at Subscriber's request, or by a third party authorized by Subscriber.
- 10.4 "Affiliate" means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to "control" another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.
- 10.5 "Brightly IP" means all patents, patent applications, copyrights, trade secrets and other intellectual property rights in, related to, or used in the provision or delivery of any Order or technical solution underlying an Order, and any improvement, modification, or derivative work of any of the foregoing.
- 10.6 "Cloud Service" or "Cloud Services" means Company's branded offerings of cloud-based online services and associated cloud-based API (application programming interfaces) made available by Company, as updated, enhanced or otherwise modified from time-to-time. Cloud Service excludes Subscriber Data and Third Party Content.
- 10.7 "Content" means audio and visual information, documents, content, materials, products and/or software.
- 10.8 "Documentation" means the user instructions, learning material, functional or technical documentation, and API information relating to the Cloud Service made available to Subscriber by Company in print, online or embedded as part of help functions, which may be updated from time to time.
- 10.9 "Brightly Software" or "Company" means Brightly Software, Inc., Brightly Software Canada Inc., Brightly Software Australia Pty Ltd, Brightly Software Limited, Facility Health, Inc. and Energy Profiles Limited together with their affiliates, successors and assigns.
- 10.10 "Order" means Company's ordering document, online purchasing form, statement of work, or end user license agreement (EULA) used to order Company Cloud Services and/or Professional Services. By entering into an Order, Affiliate(s) agree to be bound by the terms of this Agreement as if an original party.
- 10.11 "Offering" means an individual offering made available by Company and identified on an Order, which consists of Cloud Services, Professional Services or a combination of any of the foregoing, and any associated maintenance and support services and Documentation.
- 10.12 "Previews" means Cloud Service or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, preview, pre-release, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.
- 10.13 "Professional Service" means the training, technical, consulting and/or other services, excluding Cloud Services, to be performed by Company that are ordered by Subscriber on an Order or provided without charge (if applicable).
- 10.14 "Subscriber" means the legal entity identified on the Account, on behalf of itself and its Affiliates and its and their employees, consultants, and (sub)contractors.
- 10.15 "Subscriber Data" means all data, information and other content provided by or on behalf of Subscriber, including that which the Account Users input or upload to the Cloud Service.
- 10.16 "Subscriber-Hosted Software" means Company's suite of cloud software applications, as updated, enhanced or otherwise modified from time-to-time that are: (i) ordered by Subscriber on an Order or provided without charge (if applicable) and made available by Company, including mobile components, and (ii) granted a non-exclusive and non-transferable license (with no right to sublicense) to install and use software for the Term.
- 10.17 "Subscription Fee" means the fee invoiced to Subscriber by Company prior to the Subscription Term, which is required to be paid in order for Subscriber to be permitted to access and use the Cloud Service.
- 10.18 "Third Party" means a party other than Subscriber or Company.
- 10.19 "Third Party Content" means Content, applications and services owned or controlled by a Third Party and made available to Subscriber by the Third Party through or in connection with Cloud Services.



PREPARED FOR

Lincolnwood School District 74 ("Subscriber")

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300

Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON



Lincolnwood School District 74

Thank you for your continued support of our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Lincolnwood School District 74:

Service Term: 12 months (07/01/2023 - 06/30/2024)

Item	Start Date	End Date	Investment
FSDirect	7/1/2023	6/30/2024	\$3,051.91
MaintenanceEssentials Pro	7/1/2023	6/30/2024	\$5,867.00
Annual Renewal:		\$8,918.91 USD	

*Your Illinois Learning Technology Purchasing Program discount has been applied.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of



Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-334321 on any applicable purchase order and email to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



Brightly Illuminate

Illuminate: Bringing the best Ideas to Light

Bringing Assets Into Focus

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 12th-15th, 2023. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

Enlighten Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

Envision

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

Engage

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.

Admission for Illuminate is \$895 for tuition only and \$1795 for the "Brightly Bundle". The Brightly Bundle includes meals, a 4-night hotel stay and tuition. Registration is open beginning September 1st through March 10th, 2023.



Signature

Presented to:

Q-334321

March 06, 2023, 10:37:33 AM

Accepted by:

Printed Name

Signed Name

Title

Date



PREPARED FOR

Lincolnwood School District 74 ("Subscriber")

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300

Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

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Lincolnwood School District 74

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Service Term: 36 months (07/01/2023 - 06/30/2026)

Item	Start Date	End Date	Investment
FSDirect	7/1/2023	6/30/2024	\$2,940.93
MaintenanceEssentials Pro	7/1/2023	6/30/2024	\$5,653.66
Annual Renewal:		\$8,594.59 USD	

*Your Illinois Learning Technology Purchasing Program discount has been applied.



Subscription		
Item	Investment Year 2 Start Date: 07/01/2024	Investment Year 3 Start Date: 07/01/2025
FSDirect	3,117.39 USD	3,304.43 USD
MaintenanceEssentials Pro	5,992.88 USD	6,352.45 USD
Total:	9,110.27 USD	9,656.88 USD



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- Billing frequency other than annual is subject to additional processing fees.
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Brightly Illuminate

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Signature

Presented to:

Q-334322

March 06, 2023, 10:40:09 AM

Accepted by:

Printed Name

Signed Name

Title

Date



PREPARED FOR

Lincolnwood School District 74 ("Subscriber")

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300

Cary, NC 27518

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Service Term: 60 months (07/01/2023 - 06/30/2028)

Item	Start Date	End Date	Investment
FSDirect	7/1/2023	6/30/2024	\$2,940.93
MaintenanceEssentials Pro	7/1/2023	6/30/2024	\$5,653.66
Annual Renewal:		\$8,594.59 USD	

*Your Illinois Learning Technology Purchasing Program discount has been applied.



Subscription				
Item	Investment Year 2 Start Date: 07/01/ 2024	Investment Year 3 Start Date: 07/01/ 2025	Investment Year 4 Start Date: 07/01/ 2026	Investment Year 5 Start Date: 07/01/ 2027
FSDirect	3,029.16 USD	3,120.03 USD	3,213.63 USD	3,310.04 USD
MaintenanceEssentials Pro	5,823.27 USD	5,997.97 USD	6,177.91 USD	6,363.24 USD
Total:	8,852.43 USD	9,118.00 USD	9,391.54 USD	9,673.28 USD



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- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of



Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-334323 on any applicable purchase order and email to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



Brightly Illuminate

Illuminate: Bringing the best Ideas to Light

Bringing Assets Into Focus

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 12th-15th, 2023. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

Enlighten Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

Envision

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

Engage

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.

Admission for Illuminate is \$895 for tuition only and \$1795 for the "Brightly Bundle". The Brightly Bundle includes meals, a 4-night hotel stay and tuition. Registration is open beginning September 1st through March 10th, 2023.



Signature

Presented to:

Q-334323

March 06, 2023, 10:43:05 AM

Accepted by:

Printed Name

Signed Name

Title

Date



Executive Summary Finance Committee Meeting

DATE: April 20th, 2023

TOPIC: Renewal of Jamf Contract for the 2023-24 School Year

PREPARED BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The District's contract with Jamf is up for renewal. Jamf provides Mobile Device Management (MDM) services for all District iPads. This service schedules software updates, pushes approved applications to student iPads, and creates profiles for students and devices to allow them to be used with the classroom and off campus. This software has been in use over 10 years and is at the core of software deployment and distribution, saving hours of enrollment, setup and configuration.

During our renewal process, we were faced with a large cost increase. After contacting the vendor, we reviewed and tested a different version of software called Jamf School which provides districts the same functionality with a cloud version of their software to manage our fleet of iPads. All of the same terms and conditions, software license agreements and privacy policies still apply. Though the initial cost of the new platform is relatively the same, the benefits are the ability for the district to custom tailor features such as length of licenses, modify our support options and enter into a multiyear agreement at reduced costs. Through this 3 years contract, the District will receive 15% off our renewal in 2024 & 20% off in 2025.

District's Legal Counsel reviewed the Terms of Service and Software agreements. Last year we have presented the vendor with a contract Amendment addressing arbitration, governing law and venue. The vendor informed the District that they do not accept amendments to the Software Licensing Agreements, nor do they pre-sign contracts. Counsel stated that their terms are not unusual for a software license agreement and are definitely fairer than others. The District does have a vendor originated IL-NDPA on file which is necessitated by the Student Online Personal Protection Act (SOPPA). Since this agreement is tailored to for our needs, there is no Exhibit E required.

Fiscal Impact:

\$13,509 for the 2023–2024 school year. \$11,508 for the 2024–2025 school year. \$10,827 for the 2025–2026 school year. The prices listed do not include the removal or reconfiguration of support options which could move the prices lower. The District paid \$9,383.00 in 2022-2023 for Jamf Mobile Device Management services.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to renew the Jamf Quote in the amount of \$13,509 for services between May 24th, 2023 and May 23rd, 2024.

SOFTWARE LICENSE AND SERVICES AGREEMENT

JAMF SOFTWARE, LLC (“**Jamf**” or “**we**”) PROVIDES ACCESS TO ITS SOFTWARE AND SERVICES SUBJECT TO THE TERMS OF THIS SOFTWARE LICENSE AND SERVICES AGREEMENT (“**SLASA**”) AND ALL SOWS, ORDERS AND ANY SUBSEQUENT AMENDMENTS (COLLECTIVELY, THE “**AGREEMENT**”). PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY. AS USED IN THIS AGREEMENT, “**CUSTOMER**” OR “**YOU**” REFERS TO THE PERSON OR ENTITY USING THE SOFTWARE OR RECEIVING THE SERVICES. YOU ACCEPT THE TERMS OF THIS AGREEMENT EITHER BY (1) CLICKING A BOX INDICATING ACCEPTANCE OR (2) BY INSTALLING OR USING THE SOFTWARE. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THAT INDIVIDUAL REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO BIND THE ENTITY AND ITS AFFILIATES TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE OR SERVICES.

1. **Overview.** This Agreement sets forth the terms under which you may license and use Jamf’s Software and obtain Services (all as defined below) from Jamf. This Agreement applies if you obtain Software or Services directly from Jamf or through a Jamf-authorized reseller. All Software and Services will be identified in an applicable Quote or Order. If you use the Software and Services in a free trial as Test Software, this SLASA governs that use.

2. Definitions.

- a) “**Affiliate**” means any entity (i) that is owned more than 50% by a Party, (ii) over which a Party exercises management control, (iii) that is under common control with a Party or (iv) that owns more than 50% of a Party’s voting securities or other voting interests of an entity.
- b) “**Confidential Information**” means any proprietary or confidential information of any nature disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) in any format. Confidential Information includes all information relating to a Party’s business that has value to a Party and is not generally known to the public, including material non-public information as defined under federal and state securities laws in the United States, proprietary information and trade secrets. Software, Test Software and Customer Content are Confidential Information. Confidential Information also includes information designated as confidential by a Party or information that would reasonably be considered confidential under the circumstances in which it is disclosed. Confidential Information excludes information that (i) lawfully is or becomes part of the public domain through no act or omission of the Receiving Party, (ii) comes into a Party’s lawful possession without restriction on disclosure, (iii) is independently created by a Party without use of or reliance on the other Party’s Confidential Information or (iv) the Receiving Party can show, through its written records kept in the ordinary course of business, was already known by Receiving Party at the time of the disclosure.
- c) “**Customer Content**” means all information related to your use of the Software that you enter into the Software. Customer Content may include Personal Data. Customer Content does not include Third-party Content.
- d) “**Data Protection Laws**” means all applicable data protection, privacy and cyber security laws, rules and regulations of any country, including, where applicable, the Regulation (EU) 2016/679, General Data Protection Regulation (“**GDPR**”), the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 (“**UK GDPR**”), the Swiss Data Protection Act, data protection laws of the European Union or European Economic Area member states or the United Kingdom that supplement the GDPR or UK GDPR and the California Consumer Privacy Act of 2018 (“**CCPA**”).
- e) “**Device**” means a Customer device, including Apple, Inc. (“**Apple**”) devices such as iOS, iPadOS, macOS or tvOS devices.
- f) “**Documentation**” means the user guides, instructions and other materials, in any form, that describe the capabilities, specifications and functionality of the Software, as updated from time to time, that we make available to customers on <https://www.jamf.com/resources/product-documentation/> or otherwise.
- g) “**Effective Date**” means either the date of last signature below or the date that you click to accept the SLASA.
- h) “**Hosted Services**” means Customer’s access to certain Software hosted by Jamf.

- i) **“Intellectual Property Rights”** means all intellectual property or other proprietary rights worldwide, including patents, copyrights, trademarks, service marks, trade names, domain name rights, know-how, moral rights, trade secrets and all other intellectual or industrial property, including all associated applications, registrations, renewals and extensions of those rights.
- j) **“On-Premise”** means an instance of certain Software deployed in your or your Third-party Service Provider’s environment using your or your Third-party Service Provider’s hardware.
- k) **“Order”** means a purchase order, schedule or other ordering document issued by Customer, if applicable, indicating a promise to pay and acceptance of the then-current Quote. Order also includes a Quote signed by Customer, online orders you make through Jamf-authorized platforms and orders submitted through Jamf-authorized resellers. All Orders are subject to this Agreement and any additional or inconsistent terms included in an Order will not bind Jamf and Jamf expressly rejects them.
- l) **“Performance and Usage Data”** means statistical, usage, configuration and performance data of the Hosted Services and/or Software.
- m) **“Personal Data”** means any personal data (as defined in applicable Data Protection Laws) processed by Jamf (or any subprocessor) pursuant to Jamf’s performance of the Agreement or provision of the Services to Customer.
- n) **“Quote”** means the system-generated offer from Jamf that identifies the Software and Services Customer is ordering, the term length and applicable fees.
- o) **“Services”** means those services Jamf will provide to Customer, as identified on a Quote, Order or SOW, and may include Standard Technical Support Services, Hosted Services and other optional services that Customer may purchase such as premium cloud offerings, onboarding services, premium support offerings, training services and premium services provided by Jamf professional services engineers or Jamf-certified partners.
- p) **“Software”** means Jamf’s proprietary software, software Updates that Jamf provides and Jamf’s proprietary applications that interoperate with the Software and that may be downloaded by Customer or to which Jamf may provide access. Software does not include i) optional plug-ins that add specific features to the Software to enable additional functionality or optional connectors used to connect third-party systems to the Software at the application programming interface level, ii) Test Software or iii) Third-party Content.
- q) **“Statement of Work” (“SOW”)** means a description of the purpose and scope of onboarding services, premium service offerings or other Services Jamf or a Jamf-certified partner will provide to Customer.
- r) **“Standard Technical Support Services”** means Jamf’s standard technical support services, as further described at <https://www.jamf.com/trust-center/legal>.
- s) **“Test Software”** means an instance of Jamf’s generally available Software provided to Customer On-Premise, as Hosted Services or for deployment on Devices for a limited term either for trial, evaluation or similar purposes. Test Software does not include Software versions that Jamf has not yet widely released, such as beta, preview, prototype or release candidate Software. Use of beta, preview or release candidate versions of the Software is governed by a separate agreement.
- t) **“Third-party Content”** means any third-party software you deploy in connection with your use of the Software and/or Hosted Services and includes Third-Party Patch Materials. Jamf does not control and is not responsible for Third-party Content. If you use Third-party Content, your relationship is with the relevant third-party provider and you should refer to the terms of use for that Third-party Content.
- u) **“Third-party Patch Materials”** means patches for Third-party Content and related information about patches that are provided and maintained by third-party software vendors that Jamf does not control.
- v) **“Third-party Service Provider”** means a third-party service provider or contractor that performs outsourced information technology services for your benefit and solely to support your internal business operations.
- w) **“Updates”** means minor updates to a version of the Software, major upgrades or new versions of the Software and other modifications or bug fixes.

- x) “**User**” means the individual end user of a Device. For calculating user-based licensing, User does not include end users who access shared devices used by multiple employees (i.e., a shift worker).

3. **Software License.** Subject to the terms of this Agreement, Jamf authorizes you to access and use the Software via the Hosted Services or grants you a non-exclusive, non-sublicensable, non-transferable license to access and use the Software On-Premise in object code form only and/or authorizes you to install and use the Software on your User’s Devices. In all cases, such grant or authorization is only for your internal business purposes and only for the number of Devices or quantity of Users and term specified in the applicable Order.

- a) Usage Limits. Software is subject to the usage limits specified in an applicable Order (e.g., number of Devices or up to the number of authorized Devices per User in any combination of Device type). If you exceed those usage limits, you will order additional quantities of the applicable Software promptly and/or pay any invoice for that excess use in accordance with Section 5 below.
- b) Copies. If applicable, you may create a reasonable number of instances of the On-Premise Software in non-production environments solely to support your internal business purposes and make a reasonable number of copies of the On-Premise Software for archival and back-up purposes only. You may also make a reasonable number of copies of the Documentation for internal business use only.
- c) Permitted Use by Affiliates and Third-party Service Providers. You may use the Software and Services for the benefit of your Affiliates in the same manner you are permitted to use the Software and Services under this Agreement. Your Affiliates may also license the Software and purchase Services under this Agreement. You may permit your Third-party Service Provider(s) to access and use the Software as permitted by this Agreement on your behalf and solely to support your internal business operations. We may revoke these authorizations if you or your personnel, Affiliates or Third-party Service Providers violate this Agreement. You are responsible for your Affiliates’ and Third-party Service Providers’ compliance with this Agreement.
- d) Third-party Software. The Software and Services may use or include open-source and third-party software and other copyrighted material. Your use of that software and the Software and Services is subject to any applicable third-party or open-source licenses as set forth within the Software or made available upon your request. The terms and conditions of those third-party licenses will govern your use of that third-party or open-source software. We represent that we have the right and authorization to use and distribute any open-source and third-party software used with the Software and Services or that is embedded in the Software and that any open-source and third-party software we use will not be subject to copyleft or similar software licenses that require any action by you. We will maintain compliance with all applicable open-source and third-party software licenses during the term.
- e) Test Software. Test Software may only be used for the term and purpose authorized by Jamf. We provide Test Software “AS IS” without warranty of any kind and we disclaim all warranties, indemnities and all other liabilities. Test Software is for non-production use only and is not eligible for Standard Technical Support Services. We may terminate your use of Test Software by providing you written notice.

4. **Services.** This Agreement governs Jamf’s provision of Services and all SOWs between the Parties.

- a) We will provide the applicable Standard Technical Support Services for the Software purchased under this Agreement at no additional cost. You may purchase additional support services.
- b) We will ensure that all personnel performing Services are properly trained and supervised.
- c) We will not have access to your systems as part of any Services unless the Parties so agree in writing.
- d) You acknowledge that we are not performing creative work or custom software development in connection with any of the Services. Any creative work or custom development work must be outlined in a separate written agreement.
- e) Access to the Hosted Services is available 24 hours a day, 7 days a week except for regularly scheduled or emergency maintenance and includes a server operating system, back-up and storage, firewall protection and monitoring of the Hosted Services to ensure they are always operational. We will use commercially reasonable efforts to schedule maintenance during non-peak usage hours and provide advance written notice, but you acknowledge that in certain situations, we may need to perform emergency maintenance without any advance notice. Jamf’s Hosted Services Availability Commitment (“**HSAC**”),

which includes information about up-time and data restoration, is available at <https://www.jamf.com/trust-center/legal>. Jamf may amend the HSAC from time to time with written notice to you.

5. **Payment Terms.** Unless otherwise stated in the relevant Order, all invoices for purchases you make directly from Jamf are due and payable net 30 days from the date of invoice. You will pay fees and applicable taxes for the Software and Services as set forth on the applicable Order. If you purchase from a Jamf-authorized reseller, payment terms are determined between you and the reseller and you agree that we may share certain information about your account and purchases with that reseller only as permitted by Section 16 of this Agreement.

6. **Customer Obligations, Representations and Warranties.**

- a) You must provide, at your expense and as applicable, an internal network, hardware, Devices, software applications, current operating systems, supported web browsers and Internet service, all as sufficient or necessary to access and use the Software and Services. If we change applicable technical requirements (which we may in our sole discretion), we will provide you notice of the changes in advance.
- b) You will comply with all requirements imposed by Apple to perform mobile device management. Failure to promptly comply with all such requirements may result in your inability to use the Software.
- c) You will implement reasonable safeguards to prevent unauthorized access to or unauthorized use of the Software, Hosted Services and/or Test Software and you must keep your password(s) confidential, ensure that they are not shared or otherwise disclosed and control the access you provide to your Users. You are solely responsible for all activities conducted under your account(s).
- d) You will use the Software, Services and Test Software only in accordance with the Documentation and this Agreement.
- e) You are responsible for notifying your Users about the Services and obtaining all necessary consents from them. You represent and warrant that you own or have the rights to use Personal Data, Customer Content and Third-party Content and that you have the necessary permissions and legal authority (including under Data Protection Laws) to provide it to Jamf and grant us the rights to use it in connection with our performance under this Agreement.

7. **Restrictions on Use of Software.** You will not, except as provided in this Agreement:

- a) Copy, reproduce, distribute, transfer, rent, lend, loan, lease or sublicense any portion of the Software, or otherwise make the Software, its features or functionality available to any third party for any reason.
- b) Use or permit the Software to be used to perform services for third parties, whether on a service bureau, SaaS, time sharing basis or otherwise;
- c) Translate, adapt, modify, alter or combine with other software (combine does not mean using the Software in conjunction with other software), or prepare derivative works based in whole or in part on the Software;
- d) Reverse engineer, decompile, disassemble or otherwise seek to obtain the source code or non-public APIs (except and solely to the extent expressly permitted by applicable law);
- e) Disclose or provide Confidential Information about the Software to any third party not authorized under this Agreement to use the Software on your behalf, without our prior written consent;
- f) Alter or remove any proprietary notices from the Software or Documentation;
- g) Use access to the Software to develop products, systems or services like or competitive with the Software or provide access to the Software or Services to a known competitor of Jamf;
- h) Upload any files or Third-party Content that contain viruses or harmful computer code or violates any Intellectual Property Rights or proprietary rights of others to the Hosted Services;

- i) Interfere with or unreasonably burden the operation of the Hosted Services, including the servers, computers, routers, network, Internet, or software that is part of, or interacts with, the Hosted Services or attempt to break, bypass, defeat or circumvent the controls or security measures of the Hosted Services and/or any components thereof or any software installed on the Hosted Services; or
- j) Continue to access or use the Software and/or Hosted Services after your access or authorization has been terminated or suspended.

8. **Intellectual Property Ownership.** You own all rights in Customer Content, including Intellectual Property Rights. We obtain no rights, title or interest of Customer in the Customer Content. Jamf, its Affiliates or licensors own all rights, including Intellectual Property Rights, in the Software, Test Software and Services, including all improvements, modifications, enhancements and derivative works of them. You obtain no rights, title or interest of Jamf, its Affiliates or Jamf's licensors in and to the Software, Test Software and Services, including any Intellectual Property Rights and industrial property rights.

9. **Optional Feedback.** You may provide suggestions, recommendations or feedback about the Software, Test Software or Services ("**Feedback**") to Jamf. If you provide us Feedback, we may use it without restriction and you irrevocably assign to Jamf all right, title and interest in and to that Feedback. Providing Feedback to Jamf does not grant Jamf any rights in Customer Content or Customer's Intellectual Property Rights.

10. **Jamf Warranties.** We represent and warrant to you that (a) we own or have the right to license the Software and provide access to the Hosted Services; (b) the Software and Hosted Services will substantially conform to the Documentation; (c) we will perform the Services in a professional and workman-like manner, consistent with industry standards; and (d) we provide the Software free of viruses, malware or other malicious or destructive programs or features. These warranties are void if the Software or a Service is modified, combined with other third-party software, systems or services or used other than as provided in the Documentation or this Agreement or as expressly approved by us in writing. Your sole remedy and our sole liability for our breach of Section 10(b) or 10(c) will be to replace the Software and/or re-perform the Service. You must make any claim under any warranty within one year of the transaction or occurrence giving rise to that warranty.

11. **Disclaimers.** EXCEPT AS SET FORTH IN SECTION 10, WE MAKE NO WARRANTIES REGARDING THE SOFTWARE OR SERVICES. NO ORAL INFORMATION OR ADVICE GIVEN BY US OR A JAMF-AUTHORIZED RESELLER WILL CREATE A WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT AGAINST ALL INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE OR SERVICES, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT WE WILL CORRECT ALL DEFECTS IN THE SOFTWARE OR SERVICES. WE DO NOT MAKE ANY WARRANTY OR REPRESENTATION THAT THE SOFTWARE OR SERVICES WILL DETECT OR PREVENT ANY SYSTEM ATTACK, THREAT, MALWARE OR VULNERABILITY. WE MAKE NO GUARANTEES AND PROVIDE NO WARRANTY REGARDING THIRD-PARTY CONTENT OR THIRD-PARTY PATCH MATERIALS. THE WARRANTIES JAMF PROVIDES IN SECTION 10 DO NOT APPLY TO THIRD-PARTY CONTENT OR THIRD-PARTY PATCH MATERIALS AND JAMF DISCLAIMS ALL LIABILITY FOR ANY DAMAGES OR LOSS RELATED TO THIRD-PARTY CONTENT OR THIRD-PARTY PATCH MATERIALS. FURTHER, JAMF DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR CONTENT, MATERIALS OR PRODUCTS FOUND ON THIRD-PARTY WEBSITES THAT ARE ACCESSED BY A USER ON A DEVICE THAT IS USING THE SOFTWARE OR SERVICES.

12. **Limitation of Liability.**

- a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR DAMAGES ARISING FROM CUSTOMER'S BREACH OF JAMF'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOST TIME, LOST SAVINGS, LOSS OF DATA OR FOR BUSINESS INTERRUPTION UNDER ANY THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.
- b) IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNT OF MONEY PAID BY CUSTOMER WITH RESPECT TO THE SOFTWARE AND/OR SERVICE(S) TO WHICH THEY RELATE IN THE 12-MONTH PERIOD PRECEDING ANY CLAIM. THE MONETARY LIMITATION IN THIS SECTION 12B) WILL NOT APPLY TO YOUR BREACH OF OUR INTELLECTUAL

PROPERTY RIGHTS, THE PARTIES' THIRD-PARTY INDEMNITY OBLIGATIONS UNDER SECTION 13, CUSTOMER'S PAYMENT OBLIGATIONS OR ANY LIABILITY THAT MAY NOT BE EXCLUDED BY APPLICABLE LAW.

13. Third-party Indemnification.

- a) Indemnification by Jamf. We will defend you against any third-party claim alleging that your use or possession of the Software or Hosted Services in accordance with this Agreement infringes that third-party's Intellectual Property Rights and we will indemnify and hold you harmless from and against any fines, damages and costs incurred (including reasonable attorney's fees) finally awarded against you by a court of competent jurisdiction or agreed to by you in a settlement as approved by us resulting from that third-party claim.
- i) The defense and indemnification obligations in Section 13 a) do not apply if the third-party claim of infringement arises because of your combination of the Software with non-Jamf products or software; your modification of the Software made without our written approval; or your use of the Software or Hosted Services in violation of the terms of this Agreement.
 - ii) If the Software becomes or in our opinion is likely to become the subject of a third-party infringement claim, we will at our option and expense: (1) obtain a right for you to keep using the Software; (2) modify or replace the Software to make it non-infringing without materially reducing its functionality; or (3) terminate the Agreement and refund any prepaid but unused fees.
 - iii) Jamf's indemnification and defense obligations in Section 13 a) apply only if you provide us written notice of any claim within a reasonable time after learning of it (provided that any delay in you giving us notice will relieve us of our indemnification obligations if we are prejudiced by the delay) and allow us sole control over the defense of the claim and reasonably cooperate (at our expense) if we ask for assistance. We will not, without your prior written consent, which will not be unreasonably withheld or delayed, settle any claim that obligates you to admit any liability or pay any unreimbursed amounts to the claimant.
 - iv) This Section 13 a) states your sole and exclusive remedy and our entire obligation for any intellectual property infringement claims.
- b) Indemnification by Customer. You will defend us against any claim by a third party that (i) your provision of Customer Content, Third-party Content or Personal Data to Jamf violates that third-party's Intellectual Property Rights or privacy rights and (ii) you or your Third-party Service Provider's use of the Software and/or Services in violation of this Agreement violates any third-party Intellectual Property Rights or privacy rights, and you will indemnify and hold us harmless from and against any fines, damages and costs incurred (including reasonable attorney's fees) awarded against us by a court of competent jurisdiction or agreed to by us in a settlement resulting from such claims. Your defense and indemnification obligations in this Section 13 b) apply only if we provide you with written notice of any claim within a reasonable time after learning of it (provided that any delay in us giving you notice will relieve you of your indemnification obligations if you are prejudiced by the delay) and reasonably cooperate (at your expense) if you ask us for assistance. You will have sole control over defense of the claim. You will not, without our prior written consent, which will not be unreasonably withheld or delayed, settle any claim if the settlement obligates us to admit liability or pay any unreimbursed amounts to the claimant or will affect the Software or Services.

14. Term, Termination and Suspension.

- a) Term. This Agreement is effective on the earlier of the Effective Date or the date you begin using the Software and/or Services and will remain in effect for the term indicated in an Order or Quote plus any renewal term(s) (unless extended by us in our sole discretion) or otherwise terminated as permitted in this Section 14.
- b) Termination by Customer. You may terminate this Agreement or any Services at any time by giving us 30 days' written notice and by paying any outstanding fees for the Software and Services.
- c) Mutual Termination. Either Party may terminate this Agreement if the other Party fails to cure any material breach of this Agreement (including your failure to pay applicable fees when due) within 30 days of receiving written notice. Either Party may immediately terminate this Agreement if the other Party has ceased to operate in the ordinary course, made an

assignment for the benefit of creditors or similar disposition of its assets or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

- d) Hosted Services Suspension. We may suspend your access to the Hosted Services if we (i) reasonably determine that your use of the Services poses a security risk to, or may adversely impact us, the Software or Services or other Jamf customers or (ii) reasonably suspect fraud or abuse related to your use of the Hosted Services. We will give you notice before suspending your access if permitted by law or unless we reasonably determine that providing notice could potentially harm Jamf, the Software or Services or other Jamf customers. We will restore your access promptly after the issue causing the suspension has been resolved. We may terminate this Agreement and/or your access to the Hosted Services if you fail to cure the issue within 30 days of the suspension notice. You remain responsible for payment during the suspension period, and you will not be entitled to any service availability credits available pursuant to Jamf's HSAC for any suspension period that is due to your use of the Hosted Services.
- e) Hosted Services Termination. We may immediately terminate access to the Hosted Services with notice to you (i) if our relationship with a third-party service provider that provides servers, software or other technology that we use to provide the Hosted Services terminates or requires us to change the way we provide the Hosted Services, (ii) if we believe providing the Hosted Services could create a substantial security risk for us, our Affiliates, our service providers or any other Jamf customer or (iii) in order to comply with applicable law or requests of governmental entities. We may also suspend or terminate the Services and take defensive action we consider necessary in the event of any third-party attack upon the Services that significantly affects the Services, e.g., a Distributed Denial of Service (DDoS) attack.
- f) Effect of Termination and Return of Back-up. Upon termination for any reason, you will cease using the Software and/or Services and destroy all copies of the Software and Documentation (certifying the destruction) or return them to us, as directed by us. For Hosted Services, we will provide you a copy of the most recent backup of your database that is available to us and return copies of any Third-party Content you provided to us, if you request a backup in writing within 20 days after the effective date of termination.

15. **Compliance with Laws.**

- a) Each Party will comply with all local, state, federal and international laws and regulations, including Data Protection Laws, applicable to the actions contemplated by this Agreement.
- b) Each Party will comply with the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act and all other applicable anti-corruption and anti-bribery laws. Neither Party will directly or indirectly offer or give anything of value for the purpose of influencing an act or decision of any government official.
- c) The Services, Software, Test Software and other technology we make available, and derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any United States government denied-party list nor is a Party owned by entities or individuals named to any United States government denied-party list. You represent and warrant that will not access or use the Software, Test Software or Services in any United States-embargoed country or in breach of United States or other applicable export laws or regulations.

16. **Confidential Information.**

- a) Use and Protection of Confidential Information. In connection with performing their obligations under this Agreement, either Party may provide Confidential Information to the other Party. The Receiving Party will only use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement and will protect the Disclosing Party's Confidential Information using the same degree of care it uses to protect its own Confidential Information (but no less than a reasonable degree of care). The Receiving Party will only disclose Confidential Information to its employees, officers, agents, independent contractors and representatives who have a need to know it to perform obligations under this Agreement and who are subject to confidentiality obligations no less restrictive than those found in this Section 16. The Receiving Party may not disclose Confidential Information to a third party, except as allowed or required to perform its obligations under this Agreement and only if the third party is subject to confidentiality obligations at least as restrictive as those found in this Section 16. The Receiving Party acknowledges that it may receive Confidential Information from the Disclosing Party that constitutes material non-public information as defined by federal and state securities laws and that trading in the securities of the Receiving Party based on that material non-public information may be prohibited by those

laws. Without limiting the restrictions of this Agreement in any way, the Receiving Party will not use any Confidential Information in violation of those federal and state securities laws.

- b) Notice of Unauthorized Disclosure. The Receiving Party agrees to immediately notify the Disclosing Party of any misuse, misappropriation or unauthorized disclosure of Confidential Information that may come to its attention.
- c) Compelled Disclosure. If the Receiving Party is required by applicable law or a valid legal order to disclose any Confidential Information or the fact that such Confidential Information has been made available to the Receiving Party, the Receiving Party will, if permitted by applicable law, give the Disclosing Party reasonable advance written notice of that requirement so that the Disclosing Party may pursue its legal and equitable remedies to prevent or limit the potential disclosure. If the Receiving Party is still required to disclose the Confidential Information, it will only disclose the portion of Confidential Information that it is required to disclose and use reasonable efforts to ensure that the Confidential Information is protected.
- d) Remedies. The Receiving Party acknowledges and agrees that a breach of any of the obligations set forth in this Section 16 will cause irreparable injury and will entitle the Disclosing Party to equitable relief or other remedy by a court of competent jurisdiction. The agreements and remedies provided in this Section are in addition to and are not to be construed as a replacement for, or limited by, the rights and remedies otherwise available under applicable law.
- e) Continuing Obligations. The provisions of this Section 16 will survive for a period of three years from the effective date of termination or expiration of this Agreement for any reason, except for trade secrets for which the obligations will continue for as long as the Confidential Information legally remains a trade secret. The Receiving Party agrees that upon any termination of this Agreement for any reason, the Receiving Party will promptly destroy (certifying to that destruction in writing) or return to the Disclosing Party all Confidential Information including any originals, copies or reproductions in any form and any other information provided to the Receiving Party by the Disclosing Party.

17. **Information Security and Data Processing.**

- a) At all times during the term of this Agreement, we will implement and maintain appropriate administrative, physical, technical and organizational safeguards and security measures designed to protect against anticipated threats to the security, confidentiality or integrity of Customer Content. We will, at a minimum, maintain the security of Customer Content in accordance with the Jamf Information Security Schedule that is available at <https://www.jamf.com/trust-center/legal>. We may amend the Jamf Information Security Schedule with written notice to you, provided that we will not modify it in a way that materially degrades or lessens the security measures we take.
- b) We will only process Personal Data in accordance with the performance of this Agreement, your instructions and applicable law, including Data Protection Laws. If applicable, the terms of the Jamf Data Processing Agreement for Customers found at <https://www.jamf.com/trust-center/legal> will govern our processing of any Personal Data.
- c) Customer represents and warrants that it will not provide Jamf any special categories of Personal Data as defined by GDPR, any protected health information (as that term is used in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any data that is subject to the Payment Card Information Data Security Standards.

18. **United States Government Customers.** The Software and Documentation are each a “Commercial Item” as that term is defined at 48 C.F.R. §2.101 and Jamf licenses them and provides them to U.S. government customers as “Commercial Computer Software” and “Commercial Computer Software Documentation” as those terms are defined at 48 C.F.R. §27.405-3 and 27.404-2(d). If Customer is an agency of the U.S. government, Customer receives only those rights in the Software and Documentation that are granted to all other customers and Users in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to Department of Defense customers and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. government customers and their contractors. If a U.S. government customer seeks greater rights than those granted under this Agreement, then those rights will have to be expressly negotiated and agreed to in writing by the Parties as set forth in the Agreement.

19. **Data Collection and Use.**

- a) Jamf may collect and use Performance and Usage Data and Customer Content to check compliance with contractual Software usage limits; monitor the performance, integrity and stability of the Hosted Services; address or prevent technical or security issues; provide support Services; and improve the Hosted Services and/or Software. We will not otherwise access, use or process Customer Content except as necessary to provide the Services.

- b) Jamf may use de-identified, anonymized and aggregated Performance and Usage Data to analyze, improve and develop the Software and/or Hosted Services, such as the detection of new security threats.
- c) Jamf and its service providers may use de-identified, anonymized and aggregated Performance and Usage Data and Customer Content during and after the term of this Agreement for any purpose so long as the data or content does not identify Customer or any individual, including Users.

20. **Choice of Law, Jurisdiction and Venue.**

- a) Choice of Law. This Agreement is governed by the laws of the State of Minnesota in the United States, without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded, will not apply to this Agreement. Article 2 of the Uniform Commercial Code does not apply to the Parties' relationship.
- b) Jurisdiction and Venue.
 - i) U.S. Customers. If you are located in the United States, the sole and exclusive jurisdiction and venue for actions arising under this Agreement will be the federal and state courts located in Minneapolis, Minnesota. Customer agrees to this exclusive venue, to personal jurisdiction of these courts and to service of process in accordance with their rules of civil procedure and waives any objection that this venue is not convenient.
 - ii) International Customers. If you are located outside of the United States, any dispute will be submitted to binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("**ICC Rules**") then in effect in New York, New York in the United States. Arbitration will be conducted in the English language. The Parties will choose a single commercial arbitrator with substantial experience in software licensing and contract disputes. If the Parties are unable to choose an arbitrator within 10 days after an arbitration request, then a single arbitrator will be selected in accordance with the ICC Rules. The arbitrator will have the authority to grant specific performance and to allocate between the Parties the costs and expenses of arbitration in such equitable manner as the arbitrator may determine. Application may be made to a court having jurisdiction for acceptance, entry and/or an order for enforcement of the arbitrator's award.
- c) Injunctive Relief. We may institute an action in a court of proper jurisdiction for injunctive relief at any time.

21. **General Provisions.**

- a) Insurance. Jamf will maintain during the term of this Agreement appropriate insurance for the Software and Services provided under this Agreement and any insurance required by applicable law. Jamf will provide you with a certificate of insurance upon your written request, no more than once annually.
- b) Force Majeure. Neither Party will be liable for damages for any delay or failure in performance arising out of causes beyond its reasonable control, including but not limited to, labor strikes, acts of God, epidemic or pandemic, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions or electrical or communications failures.
- c) Publicity. Neither Party may disclose the terms of this Agreement or use the other Party's name or logo, except for internal purposes or as required by law, without the other's Party's prior written consent. However, we may use your name and logo in a list of Jamf customers, including on our website, subject to any use guidelines you provide us.
- d) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any prior written or oral agreements or communications between the Parties. This SLASA prevails over any conflicting terms in an Order or Quote, and in the event of a conflict between this SLASA and an SOW, the SLASA prevails.
- e) Amendment. This Agreement may not be amended or modified unless done in a writing signed by both Parties.
- f) Waiver. Either Party's waiver of a breach of any provision of this Agreement will not operate as or be construed as a waiver of any further or subsequent breach.

- g) Survival. Provisions of this Agreement which by their nature are to be performed or enforced following any termination of this Agreement will survive termination.
- h) Independence. The Parties are independent from each other. This Agreement does not create a partnership, an agency, employment, fiduciary or joint venture relationship between us for any purpose and neither Party may make commitments on the other's behalf.
- i) Notice. Any notice by Jamf to you under this Agreement will be provided by email to the email address associated with your account or by posting notice within the Software or on Jamf's website. All notices to Jamf required or permitted under this Agreement will be in writing and sent to our legal department at 100 S. Washington Ave., Suite 1100, Minneapolis, MN 55401, with a copy sent by email to legal@jamf.com.
- j) Assignment. We may assign this Agreement to an Affiliate or in connection with a merger or the sale of substantially all our assets.
- k) Reservation of Rights. We reserve all rights not expressly granted to you under this Agreement.
- l) Binding Effect. This Agreement is binding on and inures to the benefit of the Parties, their successors and permitted assigns.
- m) Unenforceability and Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of the Agreement remains fully enforceable.
- n) Translations. If this Agreement is translated into languages other than English, only the English version will control.
- o) Headings. The headings are for convenience only and do not affect the interpretation of this Agreement.
- p) Counterparts. This Agreement may be executed by electronic signature and in counterparts, which together constitute one binding agreement.

BY CLICKING THE "AGREE" BUTTON, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE OR SERVICES. NOTWITHSTANDING THE FOREGOING, YOUR USE OF THE SOFTWARE OR SERVICES INDICATES ACCEPTANCE OF THESE TERMS. THE AGREEMENT WILL BECOME EFFECTIVE AS OF THE DATE YOU CLICK ACCEPT. WE MAY UPDATE THE AGREEMENT IN OUR DISCRETION FROM TIME TO TIME AND WE WILL MAKE UPDATES AVAILABLE TO YOU IN THE SOFTWARE. YOU WILL BE BOUND BY ANY UPDATED VERSION(S) YOU WHEN YOU CLICK AGREE.

AGREE

Quote # Q-649691
 Created Date 4/4/2023
 Expiration Date 5/24/2023



Prepared By Lauren Wolf Account Name Lincolnwood School District 74
 Quote Contact Lauren Wolf
 Owner Email lauren.wolf@jamf.com
 Phone +16125321494

Bill To Name Lincolnwood School District 74 Ship To Name Lincolnwood School District 74
 Bill To 6950 N EAST PRAIRIE RD Ship To 6950 N. East Prairie Road
 LINCOLNWOOD, IL 60712 Licolnwood, IL 60712
 United States United States

Manufacturer SKU	Product	Quantity	MSRP	Total Price	Line Item Description
1220031201	EDU - Jamf Pro (Casper Suite) for iOS AM - (1-249)	1.00	USD 9.00	USD 9.00	Renewal iOS product maintenance and support Valid from (2023-05-24 - 2024-05-23)
9901030099	Jamf School Subscription	1,500.00	USD 5.50	USD 8,250.00	New annual license of Jamf School for iOS, tvOS or macOS Valid from (2023-05-24 - 2024-05-23)
9901040099	Jamf School Enhanced Support	1,500.00	USD 3.50	USD 5,250.00	Jamf School Enhanced Support consists of chat, email, and inbound phone support. Includes escalations and virtual screen sharing (WebEx) troubleshooting and assistance. annual Subscription. Requires Jamf School Subscription or Lifetime License. Valid from (2023-05-24 - 2024-05-23)

Total Price USD 13,509.00

Non-Standard Terms: Customer has agreed to renew with Jamf for the next 3 years on Multi Year contract. Customer will receive 15% off for Jamf School renewal in 2024 & 20% off Jamf School renewal in 2025, due to multi year contract agreement.

Terms & Conditions

Sales Tax This price quote does not include applicable sales tax. The appropriate tax for your location will be added to your invoice. If your purchase qualifies for a tax-exempt status, please send us a copy of your Tax-Exempt Certificate. If no certificate is received at the time of order, JAMF Software, LLC ("Jamf") will charge the appropriate sales tax for your location.

License Agreement Jamf's standard Software License and Services Agreement or other applicable license agreement between the Ship-to Name entity/Customer and Jamf (either, the "License Agreement") and this Quote govern Customer's licensing of Jamf Software and Jamf's provision of Services indicated in this Quote. If there is a conflict between any terms on Customer's purchase order, schedule or other ordering document and the License Agreement, the License Agreement will control.

Quote # Q-649691
Created Date 4/4/2023
Expiration Date 5/24/2023



Submit POs To	Purchasing@jamf.com - Fax: 612-332-9054	JumpStarts	JumpStart and Onboarding services must be scheduled and completed within 12 months of purchase. Specifications can be found on Jamf's website.
Requirements	The following information must be provided before an order can be fulfilled: PO #, Quote #, complete Bill To address, Billing contact email address, complete Ship To address, Ship To contact email address, date, product description, currency, line items, quantity and payment terms as shown on the Jamf Quote, total purchase amount, and a copy of a tax exemption certificate (if applicable). Kindly submit POs to JAMF Software, LLC at the Corporate Address listed below. Should you have any queries or require further clarification, contact your Jamf contact.	Payment Terms	Net 30
Corporate Address	Jamf 100 S Washington Ave #1100 Minneapolis, MN 55401 USA		

Quote # Q-694923
 Created Date 4/13/2023
 Expiration Date 4/12/2023



Prepared By Lauren Wolf Account Name Lincolnwood School District 74
 Quote Contact Lauren Wolf
 Owner Email lauren.wolf@jamf.com
 Phone +16125321494
 Bill To Name Lincolnwood School District 74 Ship To Name Lincolnwood School District 74
 Bill To 6950 N EAST PRAIRIE RD Ship To 6950 N. East Prairie Road
 LINCOLNWOOD, IL 60712 Licolnwood, IL 60712
 United States United States

Manufacturer SKU	Product	Quantity	MSRP	Discount	Total Price	Line Item Description
1220031201	EDU - Jamf Pro (Casper Suite) for iOS AM - (1-249)	1.00	USD 18.00		USD 18.00	Renewal iOS product maintenance and support Valid from (2023-05-24 - 2025-05-23)
9901030099	Jamf School Subscription	1,500.00	USD 5.50	15%	USD 7,020.00	New annual license of Jamf School for iOS, tvOS or macOS Valid from (2024-05-24 - 2025-05-23)
9901040099	Jamf School Enhanced Support	1,500.00	USD 3.50	15%	USD 4,470.00	Jamf School Enhanced Support consists of chat, email, and inbound phone support. Includes escalations and virtual screen sharing (WebEx) troubleshooting and assistance. annual Subscription. Requires Jamf School Subscription or Lifetime License. Valid from (2024-05-24 - 2025-05-23)

Total Price USD 11,508.00

Terms & Conditions

<p>Sales Tax</p> <p>This price quote does not include applicable sales tax. The appropriate tax for your location will be added to your invoice. If your purchase qualifies for a tax-exempt status, please send us a copy of your Tax-Exempt Certificate. If no certificate is received at the time of order, JAMF Software, LLC ("Jamf") will charge the appropriate sales tax for your location.</p>	<p>License Agreement</p> <p>Jamf's standard Software License and Services Agreement or other applicable license agreement between the Ship-to Name entity/Customer and Jamf (either, the "License Agreement") and this Quote govern Customer's licensing of Jamf Software and Jamf's provision of Services indicated in this Quote. If there is a conflict between any terms on Customer's purchase order, schedule or other ordering document and the License Agreement, the License Agreement will control.</p>
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Quote # Q-694923
Created Date 4/13/2023
Expiration Date 4/12/2023



Submit POs To Purchasing@jamf.com - Fax: 612-332-9054
JumpStarts JumpStart and Onboarding services must be scheduled and completed within 12 months of purchase. Specifications can be found on Jamf's website.

Requirements The following information must be provided before an order can be fulfilled: PO #, Quote #, complete Bill To address, Billing contact email address, complete Ship To address, Ship To contact email address, date, product description, currency, line items, quantity and payment terms as shown on the Jamf Quote, total purchase amount, and a copy of a tax exemption certificate (if applicable). Kindly submit POs to JAMF Software, LLC at the Corporate Address listed below. Should you have any queries or require further clarification, contact your Jamf contact.

Payment Terms Net 30

Corporate Address Jamf
100 S Washington Ave #1100
Minneapolis, MN 55401 USA



Quote # Q-694950
 Created Date 4/13/2023
 Expiration Date 4/12/2023



Prepared By Lauren Wolf Account Name Lincolnwood School District 74
 Quote Contact Lauren Wolf
 Owner Email lauren.wolf@jamf.com
 Phone +16125321494
 Bill To Name Lincolnwood School District 74 Ship To Name Lincolnwood School District 74
 Bill To 6950 N EAST PRAIRIE RD Ship To 6950 N. East Prairie Road
 LINCOLNWOOD, IL 60712 Licolnwood, IL 60712
 United States United States

Manufacturer SKU	Product	Quantity	MSRP	Discount	Total Price	Line Item Description
1220031201	EDU - Jamf Pro (Casper Suite) for iOS AM - (1-249)	1.00	USD 27.00		USD 27.00	Renewal iOS product maintenance and support Valid from (2023-05-24 - 2026-05-23)
9901030099	Jamf School Subscription	1,500.00	USD 5.50	20%	USD 6,600.00	New annual license of Jamf School for iOS, tvOS or macOS Valid from (2025-05-24 - 2026-05-23)
9901040099	Jamf School Enhanced Support	1,500.00	USD 3.50	20%	USD 4,200.00	Jamf School Enhanced Support consists of chat, email, and inbound phone support. Includes escalations and virtual screen sharing (WebEx) troubleshooting and assistance. annual Subscription. Requires Jamf School Subscription or Lifetime License. Valid from (2025-05-24 - 2026-05-23)

Total Price USD 10,827.00

Terms & Conditions

Sales Tax This price quote does not include applicable sales tax. The appropriate tax for your location will be added to your invoice. If your purchase qualifies for a tax-exempt status, please send us a copy of your Tax-Exempt Certificate. If no certificate is received at the time of order, JAMF Software, LLC ("Jamf") will charge the appropriate sales tax for your location.

License Agreement Jamf's standard Software License and Services Agreement or other applicable license agreement between the Ship-to Name entity/Customer and Jamf (either, the "License Agreement") and this Quote govern Customer's licensing of Jamf Software and Jamf's provision of Services indicated in this Quote. If there is a conflict between any terms on Customer's purchase order, schedule or other ordering document and the License Agreement, the License Agreement will control.

Quote # Q-694950
Created Date 4/13/2023
Expiration Date 4/12/2023



Submit POs To Purchasing@jamf.com - Fax: 612-332-9054 JumpStarts JumpStart and Onboarding services must be scheduled and completed within 12 months of purchase. Specifications can be found on Jamf's website.

Requirements The following information must be provided before an order can be fulfilled: PO #, Quote #, complete Bill To address, Billing contact email address, complete Ship To address, Ship To contact email address, date, product description, currency, line items, quantity and payment terms as shown on the Jamf Quote, total purchase amount, and a copy of a tax exemption certificate (if applicable). Kindly submit POs to JAMF Software, LLC at the Corporate Address listed below. Should you have any queries or require further clarification, contact your Jamf contact.

Payment Terms Net 30

Corporate Address Jamf
100 S Washington Ave #1100
Minneapolis, MN 55401 USA



Standard Student Data Privacy Agreement

IL-NDPA v1.0a

School District or LEA

Lincolnwood School District #74

and

Provider

Jamf Software, LLC.

This Student Data Privacy Agreement (“DPA”) is entered into on the date of full execution (the “Effective Date”) and is entered into by and between:

[Lincolnwood], located at [6950 East] (the “Local Education Agency” or “LEA”) and
[Jamf Software], located at [100] (the “Provider”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
 - If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”. (Optional)**
 - If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “Services”).
6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Jordan Stephen Title: 4/6/2022

Address: 6950 East Prairie Road, Lincolnwood, IL 60712

Phone: 847-675-8234 Email: jstephen@sd74.org

The designated representative for the Provider for this DPA is:

Name: Jeff Lendino Title: CLO

Address: 100 Washington Avenue S, Suite 1100, Minneapolis, MN 55401

Phone: 612-605-6625 Email: legal@jamf.com

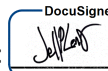
IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Lincolnwood Schoc

By: _____ Date: _____

Printed Name: _____ Title/Position: _____

Provider: Jamf Software, LLC

By:  _____ Date: 4/7/2023
655C14B62F1740A...

Printed Name: Jeff Lendino Title/Position: Chief Legal officer

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit “B”**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit “C”**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA’s request for Student Data in a student’s records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."

7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

Hosted Services as defined in the Service Agreement and documentation.

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	<input type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	<p>Please list each additional data element used, stored, or collected by your application:</p> <p>LEA employee names, telephone number, job titles and functions, email addresses, and computer names.</p>	<input checked="" type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

EXHIBIT "C" **DEFINITIONS**

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[]

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[]

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By []

4. Signature

Authorized Representative of LEA

4/6/2022
Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Lincolnwood School District ("Originating LEA") which is dated _____, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: _____.

PROVIDER: Jamf Software, LLC.

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Lincolnwood School District and Jamf Software, LLC.

****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Subscribing LEA:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input checked="" type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G" - Supplemental SDPC (Student Data Privacy Consortium) State Terms for Illinois

Version IL-NDPAv1.0a (Revised March 15, 2021)

This **Exhibit G**, Supplemental SDPC State Terms for Illinois ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between Lincolnwood School District #74 _____ (the "Local Education Agency" or "LEA") and Jamf Software, LLC. _____ (the "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. **Compliance with Illinois Privacy Laws.** In performing its obligations under the Agreement, the Provider shall comply with all Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, including but not limited to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205/.

2. **Definition of "Student Data."** In addition to the definition set forth in **Exhibit C**, Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school student records" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA.

3. **School Official Designation.** Pursuant to Article I, Paragraph 1 of the DPA Standard Clauses, and in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest.

4. **Limitations on Re-Disclosure.** The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

5. **Notices.** Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.

6. **Parent Right to Access and Challenge Student Data.** The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or

copy Student Data and/or challenge the accuracy, relevance or propriety of Student Data, pursuant to Sections 5 and 7 of ISSRA (105 ILCS 10/5; 105 ILCS 10/7) and Section 33 of SOPPA (105 ILCS 85/33). The Provider shall respond to any request by the LEA for Student Data in the possession of the Provider when Provider cooperation is required to afford a parent an opportunity to inspect and/or copy the Student Data, no later than 5 business days from the date of the request. In the event that a parent contacts the Provider directly to inspect and/or copy Student Data, the Provider shall refer the parent to the LEA, which shall follow the necessary and proper procedures regarding the requested Student Data.

7. Corrections to Factual Inaccuracies. In the event that the LEA determines that the Provider is maintaining Student Data that contains a factual inaccuracy, and Provider cooperation is required in order to make a correction, the LEA shall notify the Provider of the factual inaccuracy and the correction to be made. No later than 90 calendar days after receiving the notice of the factual inaccuracy, the Provider shall correct the factual inaccuracy and shall provide written confirmation of the correction to the LEA.

8. Security Standards. The Provider shall implement and maintain commercially reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure, including but not limited to the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the Student Data (a "Security Breach"). For purposes of the DPA and this Exhibit G, "Security Breach" does not include the good faith acquisition of Student Data by an employee or agent of the Provider or LEA for a legitimate educational or administrative purpose of the Provider or LEA, so long as the Student Data is used solely for purposes permitted by SOPPA and other applicable law, and so long as the Student Data is restricted from further unauthorized disclosure.

9. Security Breach Notification. In addition to the information enumerated in Article V, Section 4(1) of the DPA Standard Clauses, any Security Breach notification provided by the Provider to the LEA shall include:

- a. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and
- b. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

10. Reimbursement of Expenses Associated with Security Breach. In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, without regard to any limitation of liability provision otherwise agreed to between Provider and LEA, including but not limited to costs and expenses associated with:

- a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;
- b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;
- c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA

as a result of the security breach; and

- d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

11. Transfer or Deletion of Student Data. The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the Service Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the Provider will provide written notice to the LEA as to what Student Data is no longer needed. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days.

If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request.

Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

12. Public Posting of DPA. Pursuant to SOPPA, the LEA shall publish on its website a copy of the DPA between the Provider and the LEA, including this Exhibit G.

13. Subcontractors. By no later than (5) business days after the date of execution of the DPA, the Provider shall provide the LEA with a list of any subcontractors to whom Student Data may be disclosed or a link to a page on the Provider's website that clearly lists any and all subcontractors to whom Student Data may be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).

14. DPA Term.

- a. **Original DPA.** Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be deleted, and the following shall be inserted in lieu thereof: "This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA 1) for so long as the Services are being provided to the LEA or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed."
- b. **General Offer DPA.** The following shall be inserted as a new second sentence in Paragraph 1 of Exhibit E: "The provisions of the original DPA offered by Provider and accepted by Subscribing LEA pursuant to this Exhibit E shall remain in effect as between Provider and Subscribing LEA 1) for so long as the Services are being provided to Subscribing LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first."

15. **Termination.** Paragraph 1 of Article VII shall be deleted, and the following shall be inserted in lieu thereof: "In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate."
16. **Privacy Policy.** The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document.
17. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.
18. **Student and Parent Access.** Access by students or parents/guardians to the Provider's programs or services governed by the DPA or to any Student Data stored by Provider shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this DPA.
19. **Data Storage.** Provider shall store all Student Data shared under the DPA within the United States.
20. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

EXHIBIT "H"
Additional Terms or Modifications
Version 1.0

LEA and Provider agree to the following additional terms and modifications:

This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None."

Preamble- "Now Therefore" modifications

3. In the event of a conflict between the SDPC Standard Contractual Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control with respect to the subject matter.
4. This DPA shall stay in effect for the duration of the Service Agreement or so long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for no less than three (3) years from the date the original DPA was signed.

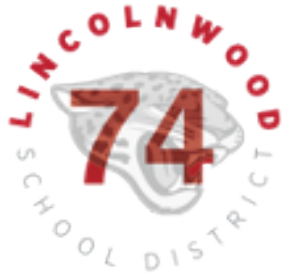
Art. I

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data transmitted to Provider by the LEA pursuant to the Service Agreement, including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In providing Services, the Provider may be considered a School Official with a legitimate educational interest, if LEA gives Provider access to Educational Records. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data.

Art. II

1 Student Data Property of LEA. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them all rights, including all intellectual property rights in and to Student Data transmitted to Provider pursuant to the Service Agreement, shall remain the exclusive property of the LEA. If Provider is given Student Data in connection with the provision of Services, Provider acknowledges that, for the purposes of FERPA the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.

2 Parent Access. To the extent required by law the LEA shall establish reasonable procedures by which the parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer to student-generated content to a personal account, consistent with the functionality of the Services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data processed the Provider to view or correct as necessary. In the event that a



Executive Summary Finance Committee Meeting

DATE: April 20, 2023

TOPIC: 7th Grade STEM Lab Refresh For 2023-2024 School Year

PREPARED BY: Jordan Stephen

Recommended for:

- Action
- Discussion
- Information

Purpose:

The Board of Education approves all contracts and expenditures greater than \$10,000.

Background:

Over the last number of weeks the administrative team has been gathering information for proposals for the replacement of equipment within specific STEM labs at Lincoln Hall. The STEM labs in Lincoln Hall all use equipment in different ways as each grade level concentrates on different topics in conjunction with the Project Lead the Way (PLTW) Curriculum. After a discussion with the 7th grade teacher, and reviewing curricular needs, we have determined that the best solution would be to invest in a new Windows Based lab.

Many of the projects and activities that are offered within the 7th grade classroom focus around the core PLTW design software. Specifically, students' usage of AutoDesk, AutoCad, Revit and 3d Design software focus the needs of specific hardware for students to use. The students will take advantage of larger screens and for viewing projects as they have in the past.

Currently, the computers that are in the lab are older Intel MacOS based machines that were introduced in October of 2015 and have been modified so that they will run Microsoft Windows. Running the windows architecture on a modern iMac is no longer an option.

7th Grade STEM LAB:

- The Administrative team is recommending the following technology refresh at Lincoln Hall
- The District will purchase 23 Dell Inspiron 7710 all-in-one computers.
- These units will be combined with the 2 machines that the district purchased and was used for testing proof of concept.
- All computers being removed from Lincoln Hall will be recycled over the summer.
- During the last refresh of the STEM lab computers, the district would have spent roughly \$50,000 on the 27" iMac all-in-one computers systems.

Fiscal Impact:

Item	SD74 Bundle Price
27 Inch Dell Inspiron 7710 all-in-one Desktop	\$1,428.79
3-Year Service and Support	included
Total Cost for STEM Solution	\$32,862.17

Considerations:

- Based upon past practice, the team researched many all-in-one space saving units.
- Dell has been a great partner over the last number of years and has provided the District high quality products.
- Many of the items across the industry are being phased out due to supply and parts availability.
- Because of our dependence on specific graphic cards, options are somewhat limited.

Recommendation:

It is the Administrative recommendation that the Finance Committee concurs to recommend to the Board of Education to continue with the replacement of the 7th grade STEM lab computers in an amount not to exceed \$33,000.



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Your Personalized quote created by your sales representative is available for purchase.

Quickly and easily complete your order now through our secure online checkout before the expiration date on the Quote.

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Quote No.	3000149144089.1	Sales Rep	Madison Hunt
Total	\$32,862.17	Phone	(800) 456-3355, 512.513.3084
Customer #	530031200346	Email	Madison_Hunt@Dell.com
Quoted On	Mar. 30, 2023	Billing To	JORDAN STEPHEN
Expires by	Apr. 07, 2023		LINCOLNWOOD SD 74
			6950 EAST PRAIRIE RD
			LINCOLNWOOD, IL 60712

Message from your Sales Rep

Please contact me at 512-513-3084 or at madison.hunt@dell.com if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Madison Hunt

Shipping Group

Shipping To	Shipping Method
JORDAN STEPHEN LINCOLNWOOD SD 74 6950 EAST PRAIRIE RD LINCOLNWOOD, IL 60712 (847) 675-8234	Express Delivery

Product	Unit Price	Quantity	Subtotal
Inspiron 7710 All In One	\$1,428.79	23	\$32,862.17
<i>DBC as low as \$986 / month^</i>			
	Subtotal:		\$32,862.17
	Shipping:		\$0.00
	Non-Taxable Amount:		\$32,862.17
	Taxable Amount:		\$0.00
	Estimated Tax:		\$0.00
	Total:		\$32,862.17

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Shipping Group Details

Shipping To

JORDAN STEPHEN
LINCORNWOOD SD 74
6950 EAST PRAIRIE RD
LINCORNWOOD, IL 60712
(847) 675-8234

Shipping Method

Express Delivery

	Quantity	Subtotal
Inspiron 7710 All In One	23	\$1,428.79
Estimated delivery if purchased today: Mar. 30, 2023		\$32,862.17

Description	SKU	Unit Price	Quantity	Subtotal
12th Generation Intel Core i7-1255U (12MB Cache, up to 4.7 GHz, 10 cores)	338-CDXK	-	23	-
Windows 11 Home, English	619-APTK	-	23	-
NVIDIA(R) GeForce(R) MX550 with 2GB GDDR6 graphics memory	490-BHOZ	-	23	-
32GB, 2x16GB, DDR4, 3200MHz	370-AGOD	-	23	-
1TB M.2 PCIe NVMe Solid State Drive	400-BNOI	-	23	-
Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BHGR	-	23	-
Touch Pearl White	321-BHOC	-	23	-
Triangle Stand	452-BDVG	-	23	-
Dell Pro Wireless Keyboard and Mouse - KM5221W White - English	580-AKGU	-	23	-
Mouse Included	570-ABNJ	-	23	-
130 Watt AC Adapter	450-ALNX	-	23	-
27-inch FHD (1920 x 1080) Infinity Touch Display	321-BEQQ	-	23	-
Fixed Hardware Configuration	998-FNWY	-	23	-
Inspiron AIO DT 7710	210-BDWQ	-	23	-
Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless Driver	340-DBKQ	-	23	-
System Driver for Windows	634-BZHG	-	23	-
US Power Cord	470-AACI	-	23	-
Documentation, English/French w/ QR Code	340-CYGC	-	23	-
Print on Demand Label	389-BLKP	-	23	-
Shipping Material	328-BEYO	-	23	-
White IR Web Camera	319-BBGU	-	23	-
Regulatory Label	389-EDYD	-	23	-
Dell Cinema Color	658-BDZU	-	23	-
Dell Limited Hardware Warranty Initial Year	801-0875	-	23	-
Premium Support with Onsite Service After Remote Diagnosis, 1 Year	803-1341	-	23	-
Premium Support with Onsite Service After Remote Diagnosis, 2 Year Extended	803-1343	-	23	-
Premium Support, 3 Years	803-1379	-	23	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	23	-
No Microsoft Office License Included	658-BCSB	-	23	-

Subtotal:	\$32,862.17
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$32,862.17

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

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Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

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